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TO ENCOURAGE THE STUDY AND ADVANCE THE KNOWLEDGE
OF THE HISTORY OF ENGLISH LAW.

—....—
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Select Cases concerning the Law Merchant

VOL. II.



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Selden Society

SELECT CASES

CONCERNING THE LAW MERCHANT

A.D. 1239-1633

VOL. II

CENTRAL COURTS

EDITED

FOR THE SELDEN SOCIETY

BY

HUBERT HALL, Litt.D.(Camb.), F.S.A.

LONDON

BERNARD QUARITCH, 11 GRAFTON STREET, W.

1930

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PREFACE.

THE Editor of this belated volume has made some mention in the Introduction of the plan of the edition which may help to explain both the difficulties of his task and the inevitable imperfections of the present volume. Both these disadvantages might perhaps have been diminished by an organized revision, such as is usually applied to the official record publications ; but any assistance of this sort had to be dispensed with for reasons which recall pleas of ' *propter brevitatem temporis* ' and ' *propter exigenciam brevis*, ' sometimes urged in the following pages.

The chief object of the present editor has been to select as many examples as possible of the litigious activities of the merchants from records of the Central Courts ; and a selection of this kind should be both varied and suggestive. He is, however, very conscious of the shortcomings of his own attempt to close a gap in this much-needed edition which has been left unclosed, through one fatality or another, for more than twenty years. He realized from the experience of an intimate friendship that he could scarcely hope to complete the work of Charles Gross as it would have been completed by Charles Gross himself ; but he has at least preserved, as far as possible, his predecessor's method, as indicated in Volume I, though the sources themselves and their treatment must vary from time to time.

It remains for the editor to thank the Literary Director and the Honorary Secretary of the Society for valuable advice and encouragement. Like so many others, he is greatly indebted to the courtesy and learning of the custodians of Records and MSS.

H. H.

April 1930.

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Assize Rolls	.	.	Plea Rolls, <i>Assize Rolls</i> (Public Record Office).
E. 13	.	.	Plea Rolls, Exchequer of Pleas (Public Record Office).
E. 37	.	.	Plea Rolls, Court of the Marshalsea, Verge and Palace (Public Record Office).
Chanc. Misc. Inq.	.	.	Chancery Miscellaneous Inquisitions (Public Record Office).
Chanc. Misc.	.	.	Miscellanea of the Chancery (Public Record Office).
Chanc. Proc. Early	.	.	Early Chancery Proceedings (Public Record Office).
Exch. Bills & Ans.	.	.	Court of Exchequer, Bills and Answers (Public Record Office).
Exch. Dep.	.	.	Court of Exchequer, Depositions (Public Record Office).
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CORRIGENDA.

Pp. lviii and 3 (Case 1), *for* 1240 *read* 1241.

P. lix (Case 8), *for* 1272 *read* 1273.

Pp. lxiv and 51 (Case 22). The date should be 1290.

P. lxiv (Case 23). The reference should be E. 13/16.

Pp. lxiv and 53 (Case 24). The reference should be E. 13/17 and the date ? 1290.

Pp. lxiv and 62 (Case 25). The date should be H. 22 Edw. I (1294) and the
Title (as from m. 64) should agree.

P. lxvi (Case 33), *for* 1307 *read* 1308.

P. lxvi (Case 35), *for* 1310 *read* 1309.

P. lxx (Case 47), *for* 1473 *read* 1472.

Pp. lxxiv and xc (Driby *v.* Oakthorpe). The date is 1 Edw. II, 1307.

Pp. lxxiv and xci (Appendix vi), *for* 1309–1310 *read* 1319–1320.

P. lxxiv (third Case), *for* 21 Edw. II *read* 21 Edw. I.

P. lxxiv (last Case), *for* 1413 *read* 1413–1417.

INTRODUCTION.

1. The Sources for Law Merchant Cases.

THE Introduction to the second volume of this edition of Select Cases concerning a neglected study in English juristic sources was undertaken by the present editor in view of the urgent need of making the text of a further instalment of pleas relating to the Law Merchant available to historians of our legal institutions, and also, perhaps, for the information of students of economic and social history ; for although the subject has been ably treated in several essays and with characteristic learning and lucidity by Sir William Holdsworth ¹ full justice can scarcely be rendered to its importance and interest until at least the main sources have been published or described.

The discovery and selection of these materials naturally involves a description of the original sources available, together with some estimate of their significance, but this is not the place in which a detailed account can be given of the records or process according to the Law Merchant which may be found in the Plea Rolls of the Central Courts of Justice. An admirable description and some valuable texts of the hitherto obscure Pie Poudre Court records were given by Professor Gross in Volume I of this edition, and these texts can perhaps be supplemented by the present editor in Volume III from some further unpublished documents. With a view, however, to devoting as much space as possible to these long delayed texts, it has seemed desirable to postpone any detailed account of the sources or of the diplomatic and linguistic features of the documents to a third and final volume, especially since that volume will include further types of documents which are, in these respects, somewhat of an unknown quantity.

The economic, social and psychological environment of the mediaeval and post-mediaeval merchant is an attractive as well as an important aspect of the subject ; but any observations on the conditions indicated by the texts must also be deferred, though some remarks on the significance of weights and measures seemed to be required in connexion with the pleas held by the Clerk of the Markets, who is associated here with the notorious Court of the Marshalsea.

¹ *History of English Law*, vols. i, ii, iv, v, viii, and ix, pp. 93 sq. and 133 sq.
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No attempt will be made in this Introduction to discuss the cases *seriatim*, partly because the discussion of legal questions by a lay editor might not serve any useful purpose, and also because a fairly full analysis of each case has been given in a Table of Cases. Such reference as can be made by the editor will be to cases which present special features of interest or which will illustrate the system adopted in the selection of sources for this volume. The nature of the subjects treated in these cases and of the persons and places concerned in these mercantile activities will appear from the Index, and a Glossary is in preparation and will be printed in Volume III. Finally, it may be observed that the extension of the documents and the style of their translation have followed as closely as possible the method of the preceding volume.

In the first volume of this edition Professor Charles Gross described the experiences of the King's merchants suing or sued before stewards, mayors or bailiffs in local courts of ordinary or special jurisdiction ; but that great scholar could not tell us of many such adventures, nor yet the end of some of them. This limitation of the scope of the preceding volume was doubtless due to the precarious nature of the records of these courts, as casual and exotic as the suitors themselves, and like the latter not always to be found unless they were rounded up by the lawful men of that time. For the King's writ might enjoin that the record of a certain plea was to be made in the full court by four such suitors under the supervision of the sheriff or of some local knight, and then brought before the lord King himself at Westminster or wheresoever he might be in England. This revived record will not only tell us what happened in the court below ; it may show us also what the King's Justices or Barons thought of the matter and it will tell us what they did about it. And then, embodied in the writ, we have the somewhat rambling and hypothetical but detailed narrative of the ' tort and force ' inflicted on the plaintiff (as he saith), all which the King remits to his trusty and beloved justices or commissioners to inquire of.

It would seem, then, that through this intervention of the Chancery and Curia in certain circumstances we have at once got on a hot scent of law merchant cases which may perchance be found in the records and processes of pleas brought before the Central Courts, in error, by writs of *Certiorari* and *Scire facias*,¹ and Professor Gross evidently depended on this source of information for further materials.²

¹ This is a typical process, *cf.* below, pp. xii sq., xix sq., lv, and Appendix I, p. lxxvii sq.

² He was informed by the present editor of the existence of these central records when he began his work on Volume I.

The result of this quest will be found in the present volume ; but when our merchant has arrived at the High Court we do not always learn the result of his case. We may find that the Chancery has intervened once more, since the King now wishes to be certified as to the proceedings before himself and his justices. This may even mean that there is still another stage in the proceedings to be traversed before these copious records are exhausted, a contingency which will be dealt with elsewhere.¹

It will be evident, therefore, that an adequate selection of cases could scarcely have been included in the previous volume, as the supplementary material represented by the transcripts of local records transmitted for the information of the Central Courts is only now available, and with these records there is included, as has been premised, the conventional process subsidiary thereto, with the awards of the superior courts and the further record of their execution.

It was perhaps due to the frequent difficulties experienced, especially by foreign merchants, in obtaining execution of judgment, after what a fifteenth-century Year Book calls abiding the trial of a jury at the common law, that Edward I by the expert advice possibly of his Chancellor obtained the approval of Parliament for an ordinance,² establishing an auxiliary and independent system of inrolling recognizances of debts whereby the debtor practically signed judgment against himself. This useful measure, strengthened by a supplementary ordinance two years later, as well as by a stringent provision against evasion in the next reign,³ was reinforced, in the middle of the fourteenth century, by a parallel provision for the special benefit of merchants visiting the staple towns.⁴ The instruments known as ' Statute Merchant ' and ' Statute Staple ' were statutory obligations registered and certified by local authorities, and they continued in force until the latter part of the eighteenth century.⁵

The evolution and procedure of these two judicial registries, their relations with the methods of recognition of debt previously in use, and their frequent appearance in the Plea Rolls of the next five centuries form an important but obscure chapter in the history of the Law Merchant in this country.⁶ Here too, however, the materials for study

¹ Below, pp. xii sq., 83 n, 162 n.

² The Statute of Acton Burnel, 1283, and Statute ' De mercatoribus,' 285. See below, pp. xxxii sq. and lxxxv sq.

³ Ordinances (1311), Art. xxxiii, to confine the registration and certification of ' Statutes Merchant ' to *bona fide* merchants.

⁴ Ordinance of the Staple, 25 Edw. III (II) (1353).

⁵ The records are preserved to 1774.

⁶ Cf. Miss G. R. Ward in *E.H.R.*, vol. xxxiii, p. 297.

in the shape of the original sources with descriptive lists and illustrative texts have been hitherto lacking, and these, as previously mentioned, will be collected in a third volume, which will incidentally deal with early cases concerning the Court of Chancery and various aspects of mercantile account.

There is no need to mention here the plausible devices by which the Court of King's Bench attracted to itself the common pleas that form the greater part of this collection, or the fact that such cases have been brought before the King's justices or barons in the first instance, or removed to his own courts after they had been begun elsewhere, because of special causes arising either from the nature of the case, or from the condition of the parties (such as alien origin and foreign or technical matter¹), or as constituting matters of state and policy touching the King himself (in the opinion of his Chancery clerks or Exchequer Barons); the motive in this case being to have the matter inquired of by expert assessors or jurors, according to the custom of the merchants or of the Exchequer auditors. It will also be found that in other cases, which have been already heard and terminated in some inferior court, the record and process have been brought up before the King, by a writ of *Certiorari* from the Chancery, for the examination and correction of error. Here the parties are called in to indicate and define the error and to abide the issue of an inquest which may be associated with the law merchant procedure.

That the Chancery may have reserved to itself a discretion in transmitting or remitting these cases is conceivable, and its help was soon to be invoked by distressed or disappointed suitors at the common law; though here they adventured in a new domain where the law merchant itself might be replaced by the aptness and humanity of a process according to 'Conscience'; and where the equity of a suit had won a new hearing in the Chancery the Exchequer would not be found less indulgent.

The Central Courts referred to here are primarily those of the King's Justices² sitting at Westminster or elsewhere and hearing pleas in eyre or in association, sometimes, with other commissioners. On such occasions they may sit in one or other of the local courts and these

¹ The whole subject of the co-operative and independent activities of the Chancery as a judicial registry and a court with common law and equity procedure has been so fully and admirably treated by Sir William Holdsworth (e.g. *History*, vol. i, pp. 398 sq. and 454 sq.) that no remarks seem to be required except for the purpose of identifying the cases printed here and of facilitating their perusal.

² The earlier Curia Regis Rolls (of which a valuable Calendar is being prepared by Mr. C. T. Flower) have not been examined for the purpose of this edition.

justices may also be called in to assist the King's Council or the Treasurer and Barons of the Exchequer. Pleas were also removed from inferior courts of record to the Eyre¹ by a writ 'of grace.' Appeals from local courts were probably brought up more commonly before the Justices of the Common Bench, though perhaps in less important cases, such as manorial accounts.

Next to the King's Court, the Eyre and the Bench, these cases were most frequently heard before the Treasurer and Barons in the so-called Exchequer of Pleas. Such cases were usually referred or attracted to this court by reason of their association with some technical question of account which may have concerned the revenues of the Crown or the interests of its accountants and debtors.²

From the sixteenth century onwards similar references are made to, or action is taken by, the Exchequer Court, representing the Equity side of the Exchequer and organized under a chief Baron as a mainly judicial tribunal.³ The procedure of the Chancery with regard to the removal of cases from inferior courts is admittedly obscure, though, as stated above, some further cases will be printed in another volume.

We are apt to regard the mediaeval Chancery as merely a distributing office for writs and warrants obtainable by any seeker of favours, for a consideration; but it also discharged the functions of a secretariat responsible for the performance of the duties incumbent on the sovereign (as he is often reminded)⁴ as well as for the augmentation of his inadequate hereditary revenue. For, after all, it was in the Chancery that these suits originated, and the justices to whom a difficult case had been transmitted might come to the conclusion that it should be remitted to the Chancery, where it began: 'And it is said to the afore-said merchants that they should sue there.'⁵ In the next century the Chancellor suggested to the King's Council in the Star Chamber⁶ that merchants, particularly aliens who visit his kingdom under the King's

¹ Cf. below, App. I and App. II (a). The Assize Rolls as a class might be expected to serve as a fruitful source intermediate between the local and central archives, but unfortunately they are very incomplete. From these commissions, in turn, are derived (with important elements from the earlier office of Keepers of the Peace) the justices of the peace whose mediaeval records have been recovered, in our time, from oblivion and neglect by the brilliant researches of Professor B. H. Putnam.

² Instances will be found below, cf. pp. 54, 69, 122.

³ Besides pleadings by Bill and Answer, etc., filed in the Chancery and Exchequer courts of equity, the subsidiary documents (especially inquisitions, interrogatories, and depositions) are frequently consulted. A summary of, or reference to, the pleadings is given in the Orders and Decrees.

⁴ Cf. K.B. 27/118-121. 'Because we do not wish nor ought we,' etc.

⁵ Below, p. 83.

⁶ See for this Pollock and Wright on *Possession*, p. 134, and below, App. II (c).

protection, are not bound by the law of the land (of which they may be ignorant) but are allowed to sue in the Chancery or before the King and Council in Parliament. The Chancellor also observed that it might be for this reason that the law merchant (which is the law of nations, which is the law of Nature) was admitted into the procedure of our courts for the benefit of those who come and go with their merchandise.

It would seem, then, that the later Chancery in the capacity of a mediaeval Foreign Office recognized the duty (and presumably claimed the right) of procuring a 'speedy and full complement of justice' for any nationals who might be furnished with its credentials.¹ Apart from the Chancellor's confident reference to an established practice, the statement seems to be confirmed by instances in the Chancery records. Two of these, which are printed below,² show that some alien traders were specially privileged in this way by the grant of a charter exempting them from being sued for debts in respect of which they were not the principal debtors or pledges, while the position of the whole fraternity had been greatly bettered (as Sir William Holdsworth has pointed out) by their own Great Charter of 1303.

The Chancery was a secretariat with wide and profound administrative responsibilities. It was also responsible for the issue of the King's writs by which pleas before the mayors and bailiffs and even before the King's justices might be originated or expedited or retarded.³ Even the increasing use of customary procedure 'without the King's writ,' or 'by bill,' does not seem to have reduced the volume of the Chancery's judicial business on the common law side; while the special law or custom used by merchants and mariners was more or less under its protection or patronage, though here, as we have seen, these and other reactions to the law of nations might be regarded as administrative rather than judicial activities and analogous to the intervention of local communities or authorities. And so we find the King's letters on behalf of his merchants, denizens or aliens, issued from his Chancery to foreign potentates simultaneously with similar letters penned by common clerks or scriveners, in city courts or guildhalls. At the same

¹ Cf. Case 15 (the Florence outrage).

² In the cases of the Ypres merchants (below, p. 33) and the Hanse merchants (below, App. VI, p. lxxxvi). In the former case the production of the original charter (now destroyed) from Ypres settled the point. In the latter case the elaborate arrangements made for compensating English merchants by means of reprisals came to nothing as the result of representations made to the Chancery by these merchants.

³ More than one interesting reference will be found in this volume to the customary procedure asserted and allowed on behalf of the City of London, whereby returns to writs of *Certiorari* with a view to correction of error were made at a personal conference between the King's chief justice and the recorder of the City in the church of S. Martin's the Great, a transcript of the record and process being refused, or rather, deprecated.

time we find that the Chancery could also provide a remedy for aggrieved suitors on the ground that complainants were deprived of justice through the insufficiency of the common law. That the common law was both narrow in its outlook on a new world of commercial adventure and industrial enterprise and slow to provide a remedy by other than archaic and conventional methods was asserted by many interested parties with considerable vehemence. We know that relief could be given by more direct and expeditious methods to suitors who had been sent empty away from the great hall of Rufus; but the earlier records of both the ordinary and the extraordinary jurisdictions of the Chancery do not seem to be fully accounted for, and any clues for the reconstruction of those archives should be helpful.

No cases are printed in this volume from the pleadings in the Courts of Star Chamber, Court of Requests or other special jurisdictions with procedure assimilated to that of the Chancery.¹

As mentioned below, the Court of Marshalsea, though usually described and classified as a Household Court, was regarded by some contemporary lawyers as subordinate to the King's Court.² In any case it must rank as a Central Court, since the court and prison are found in Southwark from the fourteenth century onwards, while its normal jurisdiction in connexion with the Verge was centred in the Palace of Westminster or Whitehall. The activities of the Marshal and his deputies extended, however, as will appear below,³ to many other counties. In fact, as in the thirteenth and fourteenth centuries the King might be found (officially) 'anywhere in England,' this fact would establish precedents for making preparations⁴ for a potential royal progress, and latter-day malcontents would have been silenced by the itineraries of Plantagenet kings.

Reference has been made below to the official connexion of the Marshalsea with the Exchequer, which was of very early origin.⁵ The Steward of the Royal Household was associated with the Marshal in mediaeval pleadings, but his attention was chiefly engaged by the discipline of the Household itself.⁶

The local courts from which the pleas included in the present volume emanated were described in general terms by Professor Gross

¹ Selden Society, *Select Cases in the Star Chamber; Court of Requests*.

² Crompton (*Jurisprudence*, p. 102 sq.).

³ P. xliii sq.

⁴ We find such preparations made by the officers in charge of royal manors 'contra adventum domini Regis' from replenishing the stores down to the rare mediaeval operation of whitewashing the stables.

⁵ J. H. Round, *The King's Serjeants*, etc., p. 82 sq., and the works cited below, pp. xlii, n. 2, lxxvi, n., and App. XII.

⁶ See P.R.O., *Lists and Indexes*, IV, and Third Report of the Royal Commission on Public Records (1919), App., pp. 100-103.

in the preceding volume. Some new types appear here, and others will be appended in the succeeding volume. As might have been expected, a large proportion of these official transcripts is derived from Fair Courts or from Town Courts, where the sessions of Pie Poudre Courts were also held from time to time.¹ Some of the surviving records of these courts were minutely examined and compared by Professor Gross in his Introduction to Volume I, and he was surprised to find that these English local records are not represented by analogous records of pleadings in continental archives. This discovery would certainly seem to enhance the value of the insular records, which were, however, found by the Royal Commission on Public Records mostly in a neglected state and consequently in very imperfect series²; but as the state of such archives varies from time to time and from place to place, it would seem that the subject may need to be reconsidered after an interval of twenty-five years.

For the moment, however, we may remember that a distinction has existed since the eleventh century between insular and continental archives in respect of the records of legal and commercial transactions which were registered or filed locally and semi-officially abroad through the activities of notaries who were not officially recognized in this country.³ The gap was partly filled, as to mercantile transactions, by the erection of official registries in the chief towns of England and the anglicized provinces of Ireland and Wales under the Ordinances of Merchants (1283-85) and the Staple (1353) respectively, and these records, though little known, have been much better preserved. They will be described and exemplified in the concluding volume.⁴

The original sources for the history of the law merchant in this country include other records than Plea Rolls, and some of these miscellaneous documents will be utilized in Volume III. Apart from Public Records, notices may be found in chronicles and contemporary compilations such as Registers of Writs and Year Books.

Perhaps the most important and the most elusive of these subsidiary documents are the Chancery Enrolments (especially the Patent and Close Rolls), which supply much information as to the parties and the circumstances of a considerable number of the cases printed here and also throw light on antecedent or subsequent events which have been omitted from the printed text. Such omissions were of course necessary

¹ The venue as a rule is clearly indicated and refers in many cases to existing buildings, such as the guildhalls of ancient towns. The position of the Fair Court or Market Court is referred to elsewhere (p. xix).

² Third Report of the Commission, Appendix, p. 103.

³ See *Cambridge Legal Essays*, p. 123 sq.

⁴ Cf. above, pp. xi, xii.

and are in keeping with the system of selection employed in this series, which is directly concerned with judicial forms and precedents and only incidentally with the political, constitutional, economic or social interest of a collection of historical sources. To have printed the whole of the pleadings in every case would not only have required far more time and space than were available, but would also have produced no very considerable results ; for in a large number of cases, after innumerable adjournments, there is either no resumption or an impotent conclusion.

The fact is that until quite recently the Plea Rolls have not been recognized as an important source for other than genealogical or topical information and therefore have not been included in the helpful series of Record texts and calendars.¹ The modern official list is only a press-list prepared to check and adjust the numbering of the rolls. The ancient lists and 'repertories' in 'court hand' are, by common repute, difficult to use, and even the valuable *Placitorum Abbreviatio* itself is compiled on no intelligible system of selection. The modern editor's selection has, therefore, to be made under difficulties owing to the great size and infinite number of the Plea Rolls from the reign of Edward II to that of Edward IV.

The cases brought up to the King's Bench for examination of alleged errors are still quite numerous at the end of the sixteenth century² and on into the seventeenth, but they no longer involve recourse to the law merchant or recite the ancient customary procedure of the local fair courts. It is somewhat difficult to understand why the King's courts with their increasing commercial activities should still be at pains to thresh out cases removed from local courts by way of revising errors in procedure under, what was now only in name and by tradition, a special law and custom of the merchants. In the cases mentioned below for this period it may, however, seem less likely that there might be technical difficulties that intrigued the professional zeal of Exchequer Barons and Justices of the Bench, than that litigants put themselves on the Ordinance of 1311 or on other precedents.

Although it may seem to be the natural consequence of a feudal system of government that the hierarchy of the English courts of justice should be subservient to the King of England as the fountain of justice, the Rex Anglie of the fourteenth century, while referring pointedly to all the courts of record mentioned as his own, appears here in the more democratic and pleasing character of a patriot king, patronizing merchants, denizen or alien, and showing himself

¹ H. G. Richardson in *Trans. R. Hist. Soc.*, 4th ser., vol. v.

² The activities of the several 'Clerks of the Errors' are very noticeable.

eager to redress any wrongs that they might suffer not only at the hands of his own evil-disposed lieges, but also at the hands of foreign princes and their subjects. We are reminded of the existence of these feudal relations by pleas held at Shrewsbury or York with their echoes of Welsh or Scottish wars; but the clash of arms was not accompanied in any of these cases by a challenge of judicial competence as far as the merchants of the later Great Britain were concerned; for Scotland, even when *feudali jure subjecta*, had her own system of jurisprudence, while Wales, in like case, had as yet nothing beyond the statutory constitution of 1284 to hope for.¹ In the case of Ireland, however, things were different. Throughout the reigns of the first lord paramount of Ireland and of his son the Dublin courts had indeed seemed content to take their cues from Westminster. The determined opposition of the city magistracy in *Camvill v. Unred and others*² to the examination of an obvious error in the administration of justice in their own court may therefore seem surprising. However this may be, the King's Chief Justice at Westminster was immediately instructed to return the record to the Justiciar in Dublin and to meddle no further in that matter, though it was added, it may be to soothe professional pride, that the conduct of the Irish Bench may be watched to see if justice is done, that the King may be further advised in the matter.

Another early reference to Irish courts occurs in the record of a plea held at Tipperary in which a novel and perhaps local custom according to the law merchant is pleaded by the attorney of a defendant who was sued on a covenant for breach of promise³ in respect of a marriage settlement.

In recent years a report has been printed⁴ of the sequel to the King of England's hasty retreat from the assertion of his 'superiority' as Lord of Ireland, without heeding his obligation to the citizens of Dublin or the judicial practice which is alleged there. Among the proceedings against the Edwardian justices and minor judicial ministers that were

¹ From the fourteenth century the Plea Rolls of the Palatinates of Chester and Flint, Durham and Lancaster and of the Duchy of Lancaster, and from the reign of Henry VIII the Plea Rolls of the Sessions of Wales (from 1543) are available, but there would have been no space for selections from these sources if law merchant cases had been found.

² For this case see also Calendar of Documents, Ireland, p. 209. For the Pie Poudre Court at Waterford see H.M.C. Rep. X, p. v, App., pp. 287, 288, 335, and *Law Merchant*, vol. i, p. xvi sq. For the activities of Anglo-Irish merchants at Waterford and its archives in 1320 see below, pp. 93-96. For interesting references to the notarial registries at Bordeaux see below, pp. 15, 94 sq., and 150.

³ Below, p. 68. This case was transcribed from the Justiciary Roll of that date, now, unfortunately, destroyed.

⁴ R. Hist. Soc., *Camden*, 3rd ser., vol. ix, pp. 46-48, ed. Tout and Johnstone.

investigated by royal commissioners between 1289 and 1292 we find a complaint lodged by William de Camvill against Ralph of Hengham, the chief justice, concerned with the hearing of his case before the court at Westminster on the ground that he failed in his duty by allowing those proceedings to be quashed, a grave injustice having been thereby inflicted on the plaintiff. Reference to the printed report of these proceedings may perhaps convince us that Hengham's frank and authoritative statement before the auditors in his own defence should be regarded as final.¹

In the matter of jurisdiction, the plea removed to a central court had been heard in a court held before *you*, the local judicial authorities (mayors, bailiffs, etc.), in *our* courts of Pleas, Staple, Pie Poudre, Tolsey, etc., without writ. The exact distinction, however, between the courts of any one town bearing other titles, or even the Mayor's court and the court of Pie Poudre, respectively, is not very clear. Professor Gross was inclined to believe that the latter court might be held in the guild-hall like the former (when it was not in continual session during a fair or market), and such an arrangement seems to be indicated by the words 'from hour to hour when opportune' in the Cirencester charter² and elsewhere.

2. The Law Merchant Procedure.

In the general view, such procedure, as indicated by the record and process transmitted by a local court or by the pleadings inrolled in a central court, might seem to involve a series of formal instruments containing a monotonous repetition of appropriate formulas—the writ and the return; the process and appearance of the parties; the pleadings on either side; the issue to be tried by a jury (if and when it can be made to come); the verdict and judgment (with its execution and any accompanying problems). This means only that the normal procedure 'according to the law and custom of the land' was that associated with the common law, and this necessarily formed the basis of any emendation of the pleadings 'according to the law and custom of merchants.' The record that will be made by means of oral pleadings can be shaped by the parties and the court, though a more regular method might be to proceed by an original writ enjoining the law merchant procedure.

There are certain familiar formulas or terms which in all times have been attributed to the use or influence of law merchant procedure and

¹ R. Hist. Soc., *Camden*, 3rd ser., vol. ix, pp. 46–48.

² Below, App. VIII, p. xcvi, and cf. *Year Book 13 Edw. IV*, f. viii.

some of these will be found to recur in the pages of the text. One such term that has become conspicuous through a curious corruption is the 'earnest penny,'¹ which may be regarded both as a legal consideration and a mercantile device, like the tally, which seems to savour of the law merchant more than of the bond.² Even somewhat trite expressions like 'in mercato et per modum mercatorum,' or 'prout moris est mercatorum,' may be as significant in their way as 'secundum legem mercatoriam'; just as the words 'sine brevi' may supply the formula 'secundum legem mercatoriam'; for even the week-day market of the growing village seems to take on a new importance when it is called 'forum mercatorium' with its 'curia mercatoria.' In fact, so frequently does this conventional derivative from the blessed word 'mercator' occur that we are sometimes in doubt as to whether it should be extended as *mercatoria* or *mercatorum*.³

On the other hand, some phrases seem to have a more subtle application, like the 'communis utilitas' of partnerships, or the 'dominium rei' which distinguishes (according to the courts' expert advisers) the property of the master from that of the factor. In the foreign matter which might call for assistance by a foreign procedure, foreign script or style of speech would surely be included. Thus we find the Barons bothered by the 'idiom' of a Lombard suitor's ledgers, deposited for audit.⁴ Indeed it was clearly essential (if justice was not to become a farce) that not only half the jurors, but also some at least of the auditors appointed by the Barons or chosen by the parties *ad hoc*, and of the arbitrators, chosen to stiffen the auditors or jurors, should speak the language that was before them in a written form. These juries of 'the half tongue' were no new expedient, for even Jews had long ago received this right. At the same time it might be regarded as a privilege by the Hanse and other societies. The privilege of immunity by charter from promiscuous 'arrest'⁵ for debt has been before referred to. Another form of 'arrest,' the attachment of a debtor's goods, by order of a fair court or an analogous jurisdiction, was a constant point of doubt and difficulty in the pleadings, and grave abuses of the opportunity of restitution by such means are frequent. What is the proper procedure of the law merchant herein? We find that it was

¹ See below, p. liv.

² See below, p. 136. Apparently this device (of the counting-house rather than of the *Scriptorium*) was regarded as informal and therefore akin to the casual method of the law merchant. Cf. below, p. lxxxv: 'You first put forward a stick and then a charter,' and the valuable commentary in Pollock on *Contract* (p. 153).

³ See below, Appendix I (a 2), and below, p. lii.

⁴ For the Barons' acceptance of the assistance of the Law Merchant see below, pp. 55-56.

⁵ See above, p. xiv.

‘ this ’ or ‘ that ’ according to the interested views of the plaintiff and defendant respectively, the real difficulty being as to whether the goods could be realized at once or treated as a security for repayment within a customary period.¹

These seem to be some of the drawbacks incidental to customary as contrasted with official procedure ; but the customary procedure of the law merchant is seen at its best in denouncing impudent forgeries of seals or deeds, by which the court had already been deceived.² It is equally helpful in determining the true meaning of contracts,³ agreements,⁴ and every aspect of the profits and impositions on merchandise.⁵ These points could best be settled by the merchants themselves, and where inquiry was to be made between litigants of different nationality the jury ought to include both denizens and aliens.⁶ In such cases we hear of an award of the merchants, meaning that the suitors of the fair court or court merchant, under the supervision of the bailiff, took possession of the plaintiff’s goods until satisfaction had been given.⁷ In one such case the issue, when joined in the King’s Court, was remitted to the sheriff to be tried by a jury of Norfolk and Suffolk in the county court, although the damages claimed amounted to 20*l*. Then it transpired that before the inquiry began the parties confessed that the goods were concealed, and so all were in mercy.⁸ This is only one of several instances where the mere prospect of a real and not a perfunctory inquiry elicited the true facts of the case. It is not surprising to find that just as Crown farmers or other accountants would claim the protection of the Exchequer in a purely civil action, so feudal retainers or Wardrobe contractors might emphasize the enormity or contempt of injury done to the King’s service in their persons.⁹ Evidently the status of ‘ the King’s merchant ’ was regarded as a desirable one, though in the thirteenth and fourteenth centuries it was closely associated with the ambitious financial operations of the foreign merchants who controlled the trade of this country for several centuries.

We may sometimes wonder too what the man in that narrow mediaeval street thought of all this fuss about the special requirements of the men with dusty feet and tarry hands, or what learned clerks and counsel thought of the outlandish speech and uncouth scripts of Jews, Flemings or Lombards, among the litigants who invoked the aid of the

¹ Below, pp. 86–88.

² *Ibid.*, pp. 20–21.

³ *Ibid.*, pp. 73–75.

⁴ *Ibid.*, pp. 69–71.

⁵ *Ibid.*, pp. 76–78.

⁶ *Ibid.*, p. 90.

⁷ *Ibid.*, p. 4.

⁸ *Ibid.*, p. 5.

⁹ *Cf.* below, p. 82, where goods arrested in Yorkshire and in danger of spoiling are delivered by the King’s writ on proper security. In an unprinted case, demurrage was claimed for the arrest, near Scarborough, of a cargo of victuals for the army against Scotland ; but the King’s servants were prone to suggest contempt for the King’s service when they could not have their own way.

new codes of maritime and mercantile law that were in course of compilation from the customs and usages of harbours and fairs and market-places. But though experts might pick and choose the codes, to a reverent age the observance of traditional customs and devout ceremonies was essential. Even in an irreverent age the superstitions of the luck-penny and the mascot still abide with us. Moreover these beliefs made for the development of local self-government. The man who is to the manner born or bred can take charge of a ship or of a shop with word and action that inspire confidence in 'landsmen' or 'shoppers,' and such men could take charge of a case referred to them as assessors or inquisitors with knowledge and interest and with much advantage to the cause of justice; and some day they might even aspire to sit themselves in judgment upon others in manor courts or guildhalls.

Perhaps some such reflections may occur to us when we read the case of *William of Dunstable v. Robert le Bal* printed below.¹ Here it will be seen that, by means of the 'confidence trick,' a gross deception had been practised on a Hampshire merchant, and that the King 'being unwilling that such malice should remain unpunished' sent two of his justices to inquire into the matter in the presence of lawful and discreet merchants and citizens of Winchester, by the oath of good and lawful men of that city, to whom the truth of the matter might be best known.

It appears that in this case at least there was some more helpful element introduced than empty ceremony. The case was a bad one in point of commercial integrity and intelligence on each side, respectively, while to buy 'a pig in a poke' (in the shape of 100 sacks of wool by sample) and to offer this hazardous bargain to unsuspecting foreigners was equally injurious to the national reputation. The assessors and the jurors, however, made a good job of it. They pinned the defendant down to appear or submit to justice undefended; and when he refused to answer, they presented a full and convincing statement of the case with a fair assessment of damages, which the court promptly awarded.

The usual subjects of litigation to which merchants might be parties include Debt (with Detinue as a variant) and Account, whether between partners or due to be rendered by bailiffs, factors or other 'servants' to their lords or masters, or such special types as the inventory of the effects of a factor who died abroad intestate and the inventory of a prize ship taken into an East-coast port during the French War in 1243. All the accounts printed here bear traces of the

¹ P. 28 sq.

influence of the law merchant. It may be noticed that the official audits taken by order of the Treasurer and Barons were dealt with 'according to the custom of the Exchequer,' which had ever set its face against the floating debts that had become a common abuse of estate management as well as of wholesale or retail trade.

Other common forms of action are covered by appropriate writs. Specimens of writs dealing with the above and other mercantile or industrial subjects both by common law and law merchant procedure are printed in an Appendix to the Introduction. They are taken from two early collections.

Among these writs there are the usual forms that have been adapted to mercantile suits, and of much consequence to merchants also is the subject of security for proceeding with an action or of finding security to answer a complaint (brought with or without a writ), and to abide a subsequent award, with the numerous important points arising in connexion with pledges, mainprise or bail, probably occupying more space in the Plea Rolls than any other matter, though on that account alone it cannot be dealt with here, especially as some aspects of the subject are concerned with the statutory securities reserved for a third volume. Several of the cases printed below will be found of considerable interest in this connexion. Mention may also be made of the close association of the subject with the later procedure of the ancient Pie Poudre Courts in the fifteenth and sixteenth centuries.

3. The Provenance and Environment of the Cases.

A judicial aphorism jotted down in an Edwardian Plea Roll¹ assures us that 'the concluding of a good and true judgment must always be founded on good and true premises and verdicts of jurors,' a comment that was apparently extracted from the Bench by the very opposite circumstances of the case.

We may well believe, however, that such desirable premises would have included the writs by which the plea was originated or continued ; and because of the early importance of the writ and the number and variety of collections in the nature of Registers or Breviates, a few forms have been printed in the Appendix to this Introduction, including writs for 'deducing' pleas according to the law merchant.² The

¹ Coram Rege Roll, Trin. 33 Edw. I, m. 17.

² See below, App. I. These writs are not taken from the printed *Registrum Brevium* but from two contemporary and local compilations possessing a distinct individuality. The collection in Lansd. 564 seems to date from the Warwickshire Eyre of G. de Preston and his fellows, but it may be associated with the Oxfordshire family of John de Plessetis, earl of Warwick. As to the date, there is a writ for calling Jews to account with their tallies and chirographs.

formulas printed below do not of course represent more than a small proportion of the writs which are to be found in these Select Cases ; but it seemed that it might perhaps be instructive to reproduce the writs relating to or suggestive of procedure by the law merchant in their actual environment ; and besides the conventional forms, it seemed desirable to refer to a few others of which the significance or the application might be somewhat obscure. The appeal of John de Sancto Johanne to the King's Court for relief from injustice or harsh treatment suffered at the strong hands of Isabella de Fortibus in 1284 (of which the first hearing is printed below ¹) purports to assert his right to benefit by an alleged statute of the King in Council exempting from distraint, for debts due to the King or to others, not only the beasts of the ' waynage ' but also sheep, as long as other chattels are available.² This claim is interesting, not only because of the constitutional point, but also as indicating the new position of the landed interest as to all intents merchants of wool, the sale of which land-owners mostly kept in their own hands, though their bailiffs might be dealing with all other produce of the demesne. The extension of exemption from plough oxen to sheep was perhaps a recognition of this change. In another aspect we are reminded that the mediaeval law and custom of ' inter-commoning ' was profoundly subtle and afforded opportunities for the display of subtlety in others, so that we may have here only one of those contingencies that might have been welcomed by neighbours such as these ; to wit, that ' if common of pasture is granted by specialty in the waste of the grantor, the grant is good without delivery of seisin.'

The writs printed below referring directly to the law merchant procedure speak for themselves, and these do not stand alone ³ ; but space only remains for mention of the writ *Justicies*, which appears in connexion with another source of information.

No attempt could be made here to enumerate the various references to the law merchant procedure which might be found in the Year Books published for the Edwardian period ; but one such case has been included below in an Appendix, and to this two other brief reports are again appended to supplement the scanty contemporary evidence that is available as to the purpose or method of law merchant procedure.

¹ Pp. 40-41.

² Stat. of the Exchequer (*Stat. of Realm*, I, 197), of which the pertinent article is given in one of the above MSS., which supplies other directions for a lord or lady to have the law of their neighbours in this matter.

³ *e.g.* the allusion to the procedure of the Marshalsea with regard to the Assizes of Bread and Measures. In this connexion it may be mentioned that MS. Lansd. 564 has preserved on a fly-leaf an interesting table for the Assize of Bread at Coventry in 6 Edward I.

The learned editor (whose death we all recently deplored) of the sub-series of Year Books relating to the Kentish Eyre in the reign of Edward II printed among the pleas of the sixth and seventh years of that reign the case of *Bandon v. Anon.*,¹ which seemed to present some difficulties in respect of its identification with an assumed environment. This circumstance may, however, be due to the fact that this case comes near the end of the reports included in the Hargrave volume,² and may refer to an isolated group of debt cases not necessarily connected with this Kentish Eyre; also to the fact that the editor extended 'Caunt' of the MS. as 'Cauntuar' in the Latin text, and translated it as 'Canterbury,' though the plea may have been brought by a *justicies* in the county court of Cambridge, and thence indeed it would have been more conveniently removed into the Bench at York (for the time being) and thence in turn before the justices in Eyre, both of which steps were taken. This case had in fact been already assigned by Selden to a Derbyshire Eyre of 2 Edward II, but the point seemed fairly doubtful until the accidental discovery by the present editor of two independent reports of this case suggested the printing here of all three in view of their bearing on a case that seemed of special interest for the history of the law merchant.

At the same time, although it will be seen that the second of these reports gives another name to the plaintiff, the problem of identifying the case, or even the place, is not yet solved.³ This supplementary report might (as has been suggested above) refer to a Cambridge Eyre some time between 1300 and 1312. It will be noticed that in both the second and third reports the justice who delivers the inevitable award of the court is Ormsby, the veteran who since the previous reign had been chiefly occupied with Norfolk and Suffolk commissions, and who from time to time during this period presides over an Eyre of Cambridge and Huntingdon. The sequence of the surviving Assize Rolls is so broken that it is difficult to form any definite conclusion on the subject, but a William le Marchant of Comberton, Cambridgeshire, figures prominently in a sensational case before the King's Court (where it is reported at great length⁴), and there was also a John de Comberton. It is probable that No. 3 report refers to a partnership case,⁵ perhaps between brothers. The Comberton case of the ravishment

¹ Selden Soc. Year Book Series, vol. vii (*Eyre of Kent*, vol. ii).

² Harg. 210, f. 213, referred to again below.

³ It seems hopeless to consider the claims of the numerous Comptons in this connexion.

⁴ K.B. 27/229, m. 6 (Trin. 10 Edw. II, rot. lxxvii).

⁵ Ormsby tells us that in this case the debt claimed was due upon the accounts made between them by law merchant.

of a feudal ward must have been well known in judicial circles, and this dispute between John and William (or Thomas) of Comberton may have led up to it. But there is another possible solution, and this is that the name 'Com(m)erton' in the third report recalls the local pronunciation (long retained) of Comberton in Worcestershire,¹ and this may explain the appearance of the report in the Harley MS., which may possibly be associated with that district.

The correct identification can, however, probably be made by some learned genealogist or record scholar, while the further and more important question of the respective readings and values of these reports can be safely left to the veteran editor of Edwardian Year Books.

Two more brief reports referring to special aspects of the law merchant have been included in the same Appendix, and one of these² suggests that such collections are something more than expositions of writs. They might even be regarded as representing an embryonic stage of the Year Book, based upon a systematic study and arrangement of the *Registra Brevium* of the period, rather than upon a casual or even a chronological collection of court cases. However that may be, these two writ books, illustrated from contemporary cases, may be worthy of further attention.

The interesting contracts for the exclusive purchase of English conventual wool crops, which had probably been dictated to the religious by an earlier generation of Italian merchants and one of which is printed below,³ might also be further illustrated from the Year Books of the thirteenth and fourteenth centuries, and one such case in the later period may be mentioned here.

In *Randolph v. Abbot of Hailes* on a writ of debt for damages in breach of contract respecting the purchase of wool on behalf of the defendant,⁴ we may find the justices attempting to soften the asperity of the common law in respect of a contract which the abbot tried to repudiate on the ground that though a monk of his house executed the deed of contract he had not made any payment down and is now dead. The Bench is inclined to consider that as the contract was made by a conventual officer no special authority was required, especially as the house had made use of the wool. It seemed to the chief justice much the same as though he had sent his own yeoman to market in order to buy spices to be paid for under a written contract, and therefore the dogma that only principals can be bound may be set aside,

¹ Viz. either Comberton in Kidderminster or Great and Little Comberton in Pershore; but here, of course, the 'County [court] of C.' does not apply, though the Derbyshire tradition might cover Warwickshire.

² Harl. 493B, f. 136.

³ P. 69. Cf. p. 64.

⁴ Selden Society, *Y.B. 4 Edw. II*, vol. ix, pp. 20-21.

just as every day the court sets aside a formality like suing within the same county; so the delivery of the wool may come within the recognition of the county.

The cases dealing with wool contracts that are printed below do not stand alone.¹ The Arden contract is perhaps the best of several that are entered in the Exchequer Plea Rolls by reason rather of the personal interest of the King and of his Treasurer in the matter than with intent to administer justice in a technical dispute. It can be seen, however, that the elements of the contract are based on the assumption that a 'merchantable' practice will be observed, over and above the covenants between the parties, and this is one of the features of the law merchant. Thus the wool is to be well prepared and weighed according to the use and custom of the house, and its quality is to be determined by specifications that could only be recognized by wool merchants. The skilled labour and special materials required in packing are to be supplied by the purchasers and, although the virtue of earnest money was well known to the common law, the substantial 'arrhe,' dangled by the wily Italians as a bait to secure a regular supply and quality of the famous English wool, was an innovation in the nature of a loan on easy terms. The Court too seems to have regarded these contracts as matters for merchants to decide, especially when the plaintiff society had the lord King as well as all its fellows behind it.

The above gleanings from the Registers of Writs and Year Books towards this collection of law merchant cases have been supplemented from another black-letter source as the result of an excursion into the province of the civil law.

Peter Martyn of the Society of William Peregrini at Montpellier and his partner, John Martin, are mentioned in the Close Roll of 1321 in connexion with the indebtedness of a London pepperer.² In 1325 we find the partners in trouble over their ship the S. Dominic of Placentia which had been seized with a rich cargo of wines on the voyage to Flanders by certain malefactors of Bristol off the 'Ras S. Mathieu.'³ We learn from a Chancery inquisition⁴ of 1325 that the S. Dominic had been taken into Dartmouth and there stripped and abandoned by the

¹ See Index under 'Wool.'

² Close Roll 14 Edw. II, m. 9d.

³ For the position of this landmark see Marsden, *Admiralty Cases* (Selden Society), vol. i, pp. xxi n. and xxv. It is given in the Chancery Inquisition and King's Bench record differently, as S. Matthew and S. Martin, respectively. It will be seen from the Chancery inquest that the capture was made between S. Matthew's Point and 'Odyern', which may be taken as Audierne, though the Calendar conjectures that it is a Devonshire place-name.

⁴ Misc. Inq. 49 (27). In the Calendar (I. 1517) the date is inadvertently given as 18 Edw. I (1290). See p. xxviii, n. 1.

captors, who were identified and indicted before the King's admiral (for the Nore westward) by a jury of mariners 'according to the maritime law.' These preliminary proceedings are mentioned in the King's writ to his justices, dated 18 May 1325 and entered in the Coram Rege 'Rex roll' of Trinity Term 1325, from which the proceedings printed below¹ have been extracted. It will be seen from these proceedings that although the mayor and bailiffs of Bristol had been informed by the King's admiral of the findings of his inquisition and had been desired to take action, they had hesitated to act without a better warrant, and the sheriff of Gloucestershire seems to have been equally remiss. The 'malefactors' who had been indicted were, however, brought before the Bristol court, and as little progress was being made in the case the record and process were transmitted to the King's justices at Westminster on the personal complaint of the aggrieved merchants in the Chancery in order that the King might be certified that the mayor of Bristol and the sheriff of Gloucestershire had done what of right and according to the law merchant ought to be done in the matter.

This case is specially instructive because the survival of the original inquisition and return² from the King's admiral together with the Chancery writ and the transcripts of the proceedings in the Bristol court preserved in the Coram Rege Roll enable us to reconstruct the case in some detail. Certainly the energy shown by the Chancery is exemplary, and perhaps typical. The local circumstances, the notoriety of the 'malefactors' who had made use of a vessel named after and the property of a notable citizen,³ may explain the diffidence of the admiral, the negligence of the sheriff and mayor, and the defaults of local jurors. These are points for local historians to decide. There can, however, be no excuse for a flagrant delay of justice in the ancient Tolsey Court of Bristol, with its appendant Admiralty jurisdiction⁴ and its professed attachment to the law merchant commemorated in the city's famous 'Red Book.'⁵

It occurred to the present editor that some light might be thrown on the rather sensational happenings in this case of *Martyn and John v. Stodel and others* by the matter-of-fact decision in *Pilk v. Vener* which

¹ Pp. 98-102 (Case 41).

² Below, pp. 155-156.

³ 'The Clement Turtle.' He was bailiff of Bristol in 1321. Roger Turcle (*sic*) was mayor a few years later.

⁴ This does not seem to have been officially recognized till 1446, and when we find that the King had been taking three-fourths of the spoil of shipping made by Bendyn and his fleet (for which Bendyn himself was sued at the Exchequer) it does seem possible that Turtle was a sleeping partner in a filibustering enterprise, and a patron able to secure a favourable verdict from a jury of local mariners.

⁵ Ed. Bickley, vol. i, p. 57.

has come down to us as a leading case on the authority of the seventeenth-century legal antiquaries.¹ An inspection of the record showed that the diplomatic significance of the document had not been appreciated and suggested that, as no better text of this famous case than Prynne's imperfect and garbled version seemed to be available, space might be found for it in an Appendix.²

It is needless to call attention to the rather childish interpolations in the record and process, designed to enhance the importance of a special procedure, or to question the justice of the award, without referring to the evidence, that should have been sifted according to the law merchant; nor do we even know the real conclusion reached by the superior court to which this award was manifestly referred.³ These points, however, do not concern us here so much as the confirmation, afforded by this case and by the case that precedes it in the Appendix,⁴ of the fact that in Bristol as in Portsmouth, with foreign ships and crews co-operating with adventurous English mariners, and with the defendant in this case himself a Bayonnese, there must often have been a 'rough ship.'⁵

There is one other case that has been printed here at some length because, like the case of *Pilk v. Vener* mentioned above, it has acquired a certain celebrity without perhaps providing an adequate description of the law merchant procedure with which it was incidentally concerned.

The Abbot of Cirencester (like the Abbots of St. Alban's and St. Edmund's) had serious trouble with his tenants, and these disagreements were the subject of an important inquiry in the reign of Edward III,⁶ renewed under Henry V, in special reference to a

¹ Prynne, *Animadversions* (1669), p. 117.

² Below, App. VII. The plaintiff's name indicates local origin. *Vener* was probably a foreigner. The name is properly *le Venour* or *le Venur*. The master objected to accept responsibility for the loss on the ground that he had not been required to find security for the goods; an interesting contention which might seem to point to the existence of a primitive system of marine insurance.

³ It will be noticed that this plea was heard twice in the Bristol Court, at the feasts of Epiphany and Hilary 1349, and that in June 1350 the record was called into the Chancery.

⁴ We learn, however, from the Patent Roll (12 June 1299) that the King then regarded this case as only 'partly heard,' since one of the auditors was called away (to the Scottish war) before the award was made. Auditors are again appointed in view of the complaint of merchants of Bayonne, who have supplicated Parliament for a larger share of the prize-money. Portsmouth was then in the custody of William de Saut.

⁵ It may be significant that in the inventory of merchants' goods on board a prize ship taken on the East Coast in 1243 (p. lxxxvi) we find as personal belongings of the unfortunate owners two beds and two swords.

⁶ For the claim of a tenant to hold at common law and not by the custom of the manor see Chancery Misc. 59/1/3 (13 Edw. I). In this case the sheriff with four knights goes to the abbot's court and takes the plea there.

curious instance of a dual administration of a manor or liberty under overlapping grants by royal charter. The nature and circumstances of the derogatory grant and the revocation of the same are set forth at great length in Canon Fuller's interesting narrative,¹ which is all the more valuable as the significance of this episode seems to have escaped the notice of the general historians of the period. In fact there would have been no need to print the abstract given here ² but for the fact that the text of the grant of a law merchant procedure to this gild merchant had been partly lost sight of by the author through the greater attraction to the local historian of an exposition of the manorial customs and services.³ The latter aspect of these records, however (as has been previously suggested), seems to indicate that this community held very advanced views on the administrative and judicial aspects of the agrarian and industrial economy,⁴ apart from the common motives of predial tumult.

The fortunate discovery by Mr. Charles Johnson of another very early Admiralty case among the miscellaneous records of the Chancery ⁵ may supply further evidence of the close contact between the law merchant and the maritime law.

A Dartmouth ship was captured off Winchelsea by a French privateer during a three months' truce and was taken to France after the crew had been put to the sword. The vessel was recaptured and taken into Yarmouth, where the case was heard before the Admiral of the fleets of the North, East, and West. The English owners claimed 4000*l.* loss of cargo and 1000*l.* damages. The defendant pleaded that the capture being an act of war was good, because the captors had no notice of any truce, while in any case the Peace of Brétigny barred mutual claims for such war losses. When the plaintiffs argued that the truce was notorious, the court explained that being the office of the Admiral it should not have such hard-and-fast rules as the other courts that are ruled according to the common law of the land, but that it should be ruled by equity and the law maritime, where every

¹ See below, App. VIII, for the references to this serial publication.

² *Ibid.*, pp. xcix-c. A copy of this charter is entered in the *Bristol Red Book*, vol. ii, p. 215.

³ There are two lengthy records in the Chancery File (59/1/29 a and b). We are concerned here with the latter, but a further investigation of this as a *breve placitatum*, subsequent to the proceedings in the King's Court four years previously, may perhaps be attempted in the next volume, where the records of this class will be reviewed.

⁴ In the last years of the sixteenth century another interesting experiment was provoked by a dispute and compromise between the lord of the manor of Cottenham and his tenants, who as free commoners ran a successful dairy farm for more than two centuries; but such enterprises were really parochial, though early communal farming is found in several districts of England (*Camden Miscellany*, xii).

⁵ Edited for the Royal Historical Society in *Camden Miscellany*, xv.

man shall be received to speak his truth ; and the defendant is an alien and has no knowledge of the laws of the land. The parties put themselves upon the records of the Truce, and the plaintiffs in due course proffer an official certification of the dates, namely, 18 March 1350 to 25 June following. The defendant, asked if he has any other record of data to put forward or anything by way of excuse for the wrong that he has done, replies that he has not, and he can say no further. The court awards the plaintiffs their damages, taxed by assent of the parties at 1000 marcs for the cargo, the defendant being remanded in custody.

It will be noticed that this is an official record by way of a return to the King's writ and that it seems to have been heard without a jury. If that was so it shows that even an Admiralty Court as constituted at this early date was conscious of the principle of international law or comity that was the subject of a lecture by the Chancellor to the Privy Council 125 years later.¹ This humanity and learning, however, had failed to make the sea safer for merchants than before, and six centuries were to elapse before the pirate, the privateer, the bandit and the smuggler were driven back to the outer fringe of civilization where men may still ' take who can.'

The relations of this country even with hereditary allies like Flanders and Spain were at the mercy of feudal niceties which made ' regrettable incidents ' possible at short notice. Long after William de Saut's exploits² were forgotten, Spanish traders must have regarded the passage of the Hampshire coast toward Southampton with apprehension, as reports of spoil of Spanish ships are found for many years to come.

In the twelfth year of Edward III³ a special assize was appointed to discover and punish the malefactors concerned in the assaults on vessels from the Spanish peninsula and Aquitaine, and in the seventeenth year of the same reign⁴ John de Stonor and his colleagues were appointed to hear a trespass against a Spanish merchant whereby cargo in his vessels to the value of 2000*l.* was taken into Portsmouth, to the intimidation of other merchants wishing to come to this kingdom.

Among the savage mercantile reprisals on the high seas during the later Middle Ages none were more intense than those in which the shipping of England and Zeeland was involved. In addition to the cases printed below which deal with this episode, a still earlier case has

¹ Above, pp. xiii, xiv, and below, App. II (c).

² Above, p. xxix, *n.* 4, and below, App. VII (a).

³ Assize Roll 793. This is a composite roll and the cases are noted in a key affixed thereto.

⁴ Assize Roll 793, *Nicholas Domenici v. Jo. Flemyng and others.*

been omitted for want of space. It contains, however, a few interesting references to the communications between the parties and the Chancery and Curia in which the law merchant procedure is referred to.

Certain merchants of Lincoln had freighted wool and other merchandise to Zeeland which on arrival was spoiled in harbour by malefactors of those parts. As the Count of Hainault would not, or could not, obtain redress, the English King ordered reprisals to be made at Lynn. This action was impeded by the alleged treachery of the mayor of Lynn (as recorded below¹), and the representative of the injured merchants appeared personally in the Chancery to expose the sinister proceedings at Lynn. As a result the mayor and bailiffs were to be before the King in Trinity term, and meanwhile they were to arrest goods to make good the plaintiffs' losses until satisfaction had been given to the plaintiffs according to the law merchant.

A more pleasing aspect of international relations is seen in the cases relating to peaceful disputes between English and foreign merchants, whether as partners or as customers or in the relation of master and servant. From the selection printed in this volume and briefly summarized in the Table of Cases a few such cases may be briefly commented on.

In *Le Roy v. Redmere*² we have a case of at least potential interest. It is of considerable length owing to the fact that it covers a period of at least sixteen years,³ while it has been enrolled substantially in three Plea Rolls of the period.⁴ Its importance seems to be due to the following circumstances, all of them typical of existing conditions and therefore hindering, if not endangering, the course of native and foreign trade then entering upon a period of unprecedented prosperity. In the first place, the history of this case dates back at least to 1267, when proceedings were pending between the parties in the Lincoln county court. These proceedings may have formed part of the business before the auditors appointed to hear and determine the pleas relating to the chattels and debts of Flemish merchants.⁵ In 1278 the case was referred

¹ P. 74.

² Below, pp. 18-27.

³ 1267-1284.

⁴ Coram Rege Rolls 79 and 80, Assize Roll 1238. It will be found that of these the Assize Roll contains the earlier proceedings in error from a Flemish debt court, though the case may have been heard also by the justices at Westminster or in eyre at Lincoln with Bek and his fellow-commissioners. Rolls 79 and 80 carry on the case from the time when it was removed before the King at Acton Burnel and thence to be specially heard by Norbury at Lincoln in Redmere's own county.

⁵ See below, p. xxxiv. John Bek was appointed in October 1274 to conduct these proceedings, which arose out of the treaty of Montreuil, June 1274, and were concerned with compensation for reprisals against Flemings; but le Roy's case may have been tried quite independently, making use of an expert apparatus. It is difficult to understand how error could be entertained in the case of a merely fiscal inquiry, but the trouble was a familiar one, as in *Selden Society*, vol. i (*Manorial*

specially to William of Norbury, a justice who had local knowledge and interests, and who was probably a strong man. He seems to have dealt with the matter fairly as well as resolutely, which shows the influence of the sheriff and his staff upon the carrying out of judicial process and execution in this and other cases. It is true that the English debtor had to find pledges, but they also were influential, and they could urge that their principal could find the money if the sheriff did his duty. This we are told repeatedly he did not choose to do, because he was a friend, as one record tells us, though another clerk excuses him because he was removed.

Nearly twenty years had now passed since the original debt was contracted.¹ The case had gone from the sheriff's county court to special commissioners for audit, by whom it seems to have been referred to the justices at Westminster or in Eyre without the precaution of enjoining procedure by the law merchant in such a technical case being taken by the court. As a result, the justices were duped by a forged release proffered by the defendant, the result of a manipulation (it was afterwards proved) of the plaintiff's seal attached to a deed deposited with the mayor of Lincoln²; and so the Fleming lost his money and was in mercy for the fraud, which was condoned because of his poverty.

In Michaelmas term 1283 the case seems to have been brought before the King and Council at Acton Burnel, where the justices in attendance were hearing urgent cases brought before the King there from the shires marcher and beyond. A writ was dispatched to William of Norbury referring to the plea between these parties before Flemish Debt Commissioners as to a debt of 500*l.*, in which error is alleged by the plaintiff, and stating that the King, pitying the petitioner's poverty, had appointed the justice to examine the record and process, associating with himself some other commissioner, and correcting any error and administering justice to the parties according to the law merchant;

Pleas), p. 10, Gottschalk of Almain, a Lynn merchant, fines to the Abbot of Lynn for one-seventh part of all he may recover from the communities of Ypres, Ghent, Douai, Poperinghe, etc., viz. 6 score marcs for the loss of 14 sacks of wool and 200*m.* for damage suffered. He had exported the wool to Flanders in 1230, where it was seized by the Countess, as happened again in 1273. See Varenburgh, *Hist. des Relations diplomatiques*, etc., pp. 138–142.

¹ It may be of interest to note that at Lincoln there was a local custom with regard to pleading which probably resembled that in use till later times in Northwich and other Courts of Pie Poudre—namely, for the defendant to 'have his law' single-handed with one or two compurgators only ('quasi Gallicus') instead of the eleven 'quasi Anglicus.' In MS. Add. 38821, f. 121b, the 'manere de pleder en Nicole' in the fourteenth century for trespass or debt was with two compurgators.

² The semi-official practice of inrolling bonds before mayors of ancient cities was common and easily abused as here. The remedy must have been obvious (*cf.* above, p. xi).

an inquisition to be taken for this purpose according to the law merchant.

It will be seen that in the course of the proceedings printed below the law merchant procedure succeeded where the unenterprising methods of the common law had failed. Even so, however, the plaintiff seemed no nearer the recovery of his capital, though his debtor had gone through the form of binding himself to repay the money by regular instalments, leaving the creditor to recover (through the sheriff or the sureties) if he could. But the King or his Chancellor kept the case in sight, and the justice after many efforts saw that the money outstanding was paid in.

The case is an interesting one, though we lack the partnership accounts that come to hand in *Honesti v. Chartres*; but contemporary memoranda of Bek's proceedings show that he sat with Fulk Lovel, first in Lincoln Cathedral and afterwards in S. Martin's le Grand, which may explain how Hengham and his colleagues were able to give their unfortunate opinion on the seals.¹ Possibly this flagrant case was the immediate cause of the issue of the memorable Ordinance of Merchants from Acton Burnel in 1283. This, however, is a possibility which may be reconsidered when the procedure for the registration of mercantile contracts by statute law has been dealt with in Volume III.

It may be noticed that Redmere seems to have been compelled to realize his manor of Appleby before his death. His widow in 1310 recovered her dower with the help of the King and the heir, who now rented it. This lady's name (Wymark) suggests that she may have been of Flemish birth, thus accounting for her husband's partnership with a Dixmude firm, though already lords of English manors were dabbling in the wool trade.

The case of *La Pape v. Community of Florence*, apart from its political and archaeological interest and the vexed question of the rights of English nationals abroad,² conveys much valuable information as to the procedure in judicial inquiries or arbitrations in which the nationals of foreign powers were concerned. Some of the Florentine merchants who took part in these proceedings are mentioned in contemporary records. With regard to the untoward conclusion of the arbitration, although the attitude of both parties was remarkably correct and even conciliatory, an unfavourable impression was probably

¹ Below, p. 20.

² The case is mentioned in this connexion in the Selden Society, *Admiralty Cases*, vol. i, p. xlv. It is noticeable, however, that the proof of Hugh's nationality is not established by these proceedings. Some Italian merchants trading here had been naturalized while others were rejected; but foreign merchants might be 'beloved' by the King and under his protection. For Pape see Cal. of Fine Rolls, vol. i, p. 169, and Cal. of Chancery Warrants, p. 11.

caused by the absence of the second justice on the royal commission,¹ while Francis of Accorso was obviously in a false position.

Another case in which the dealings of Italian merchants were not directly of national concern is that of *Honesti v. Chartres*² heard in the Exchequer Court partly because difficult questions of finance were raised on the state of account in dispute between the parties, and partly also, no doubt, because the defendant was an important financial agent of the Duke of Brabant, in whose financial affairs the English King and his merchants were also interested.³ Anyhow the case gives a graphic report of the proceedings in the course of an audit and arbitration before the Barons, and the account itself is of interest, though, as in other cases, it has been relegated to an Appendix.⁴

Two cases which throw light on the environment of English or Gascon fellow-subjects trading in Bordeaux also set forth the official procedure attending the sudden decease of Englishmen in possession of property committed to their charge.

In the earlier of these, *Bernard v. Ville Neuve*,⁵ the master of an English vessel discharging cargo at Sandwich for transport to London was drowned, and his widow in London took possession of the goods on arrival and resisted the claim of the exporters on the ground that they were her late husband's personal property. As the onus of proof was thrown upon the claimants, evidence was sought by them with the help of the Chancery both in Bordeaux and London. The procedure of these inquests and the local atmosphere are impressive and the law merchant plays an important part therein.

In *Mustard*⁶ v. *Ellesfeld*⁷ the scene is laid in Bordeaux, where the goods exported by a Bristol merchant from Ireland to Bordeaux in charge of a factor are impounded by the local authorities on the sudden death of the latter in his lodging, intestate.⁸ Here again proof

¹ Possibly from ill-health; see *D.N.B.*, s.v. Newbald. It is perhaps characteristic of Edwardian chicanery and Italian guile that the Florentine merchants called together to assess Pape's damages were urged to subscribe the amount themselves; and that after reluctantly consenting they first cut down their own estimate by one-third, and then backed out of paying altogether on a subtle point of jurisprudence.

² Below, pp. 53–62. In this case, apparently, the procedure as to bail was under the Stat. 13 Edw. I, c. 11. The writ, however, was here issued on behalf of the master (*cf.* below, p. lxxviii, 'Aliud breve de compoto reddendo').

³ It is, of course, possible that Gettus and Pelegrin were fellows of the same society, and that the latter having financed the Duke of Brabant somewhat recklessly his partners were anxious to repudiate his debts.

⁴ Below, pp. 148–150.

⁵ Below, pp. 16–18.

⁶ This name is given among merchants mentioned in Volume I as 'le Mustarder.'

⁷ This London family seems to have been associated with Spitalfields. The official use of S. Martin's le Grand is mentioned elsewhere (below, pp. 18 *n.*, 133, 161).

⁸ Another case of intestacy is printed below (pp. 131–136), in which the local custom of London is pleaded in exemption to the claims of the Primate to administer the estate.

of ownership is laboriously proffered by the plaintiff. Incidentally the status and remuneration of a merchant's 'servant' are carefully described.

The subject of the privilege enjoyed, under the same King's charter, by the Guild, Hanse or Society of Almain merchants in London, is one that would include cases extending over several centuries.¹ Those with which we are concerned here are of the times of Henry III and the three Edwards and refer to charters conferring protection and facilities for trade on the Hanse in common with other foreign merchants² and also to special grants of exemption in respect of liability to the ordinary judicial procedure of the realm³; while in their favour also was the growing recognition of the law merchant in the courts of English kings. A concise account of the activities and vicissitudes of the Almain merchants in England during the reigns of the three Edwards will be found in the publications of the Lübeck Society for the study of the history of the Hanse,⁴ a term which must be strictly confined here to the merchants sojourning in the Hanse of the Teutonic merchants in London, better known in later times as the Steel Yard.

The interesting case which has been summarized in an Appendix to this Introduction⁵ suggests that the status of the merchants of the Teutonic Hanse in London might be the subject of an anxious scrutiny on the part of English merchants and officials.

Among the documents noted or transcribed by the above-mentioned society from English archives, special reference may be made here to certain cases which in other circumstances would have been included among the pleas selected for publication in the present volume.

We may gather that the relations between the English King's officers of state and the Hanse merchants were sometimes strained, as when in 1309 Almain merchants importing wax, and supplying therewith the King's Wardrobe, were attached for a conspiracy to refuse to sell under a certain price, binding themselves by a common penalty to observe this understanding. An inquest was ordered to be taken on the subject by merchants and others of the neighbourhood of the Ropery in

¹ We are not concerned with the early origins of this intercourse nor with its interruptions as a result of political or diplomatic action in later times, for which see Miss Alice Birdwood in *Econ. Hist. Rev.*, vol. ii, No. 2.

² As stated generally in *Magna Carta*, the *Confirmatio Cartarum* of 1297 and the *Carta Mercatoria* of 1303.

³ This meant the privilege of trial by a half-jury of their own nation (*de medietate lingue*) and exemption from arrest for debts which they had not contracted or mainly guaranteed.

⁴ Verein für Hansische Geschichte, *Hansische Geschichtsquellen*, 1875, etc., B. 6.

⁵ Below, App. VI, from Coram Rege Roll 241, m. 64. The pleadings in this case were not transcribed *verbatim* owing to information that they had already been printed by the German editor referred to below.

All Hallows the Less.¹ In the next reign a merchant of Cologne was summoned to answer to the King and his Butler for removing three casks of Rhine wine from his ship to cellars in this same Ropery without the Butler's assent, two of the casks having become the property of the King as 'prise wine' and the third the Butler's by private purchase.²

More definite than these alleged contempts is the claim of a German merchant in 1340 for the privilege³ of trial by a half-jury of the German tongue in accordance with the charter of Edward I, a claim which was allowed by the King's writ.⁴ Ten years later the attorney of the Hanse merchants in London pleaded, in an action for trespass against the peace, that in addition to the privileges granted by *Carta Mercatoria* of 1303 and its confirmation by the above writ in 1337 the present issue should be inquired by a jury composed half of Almain merchants and half of men of Great Wilbraham, whereupon twelve jurors of each nationality were summoned by the sheriff. During the latter part of this period the merchants of Almain were taking the place of Jews and Lombards as financial agents of the Crown. These official relations are in evidence throughout the Exchequer records, and accounts involving large sums were often at stake⁵ and might require the intervention of the justices of both Benches and the Chancellor in aid of the Treasurer and Barons,⁶ and here again a mixed jury (18 half and half) was to be summoned.

In *Swan and Brandesby*⁷ v. *Bolton* a flourishing York merchant sought to justice his factors (as the yeomen or servants were beginning to call themselves) by handing them over (with their unsatisfactory accounts) to the mercy of his own auditors, by whom they were shepherded into prison under *Stat. Westm.* (II.) c. 11. Taking advantage of the same statute, the case was removed into the Exchequer, where their account was scrutinized by the Exchequer Auditors. In this account will be found some explicit statements as to the usages of the great Flemish marts according to the law merchant.⁸

Another case, contemporary with the mercantile transactions referred to in the printed Stonor and Paston Papers and extending through the civil war period to the beginning of new commercial

¹ Exchequer Plea Roll, 2 Edw. II, m. 67. *Hansische Geschichte*, B. 6, pp. 35-37. The specific charge in this case was the refusal to conclude a sale of wax in bulk in respect of which earnest money (*arr(h)e*) had been paid down by the Crown.

² Exchequer Plea Roll, 6 Edw. II, Hil. m. 87.

³ *Coram Rege* Roll, 331, m. 87d.

⁴ *Hansische Geschichte*, B. 6, p. 72, from the Close Roll, 18 Oct., 11 Edward III.

⁵ *Coram Rege* Roll, 22 Edward III, m. 69 (Hunts.), cited in *Hansische Geschichte*, B. 6.

⁶ Exchequer of Pleas, 26 Edw. III, m. 79.

⁷ Below, pp. 106-109.

⁸ Below, pp. 156-159.

activities under the Tudor sovereigns, is that of *Cobb v. Nory*.¹ The record and process sent up to the Chancery in this case will be found to illustrate very fully the procedure of the Pie Poudre Court at Canterbury² with the reactions of intervention by the Chancery from time to time. Underlying the judicial pleadings the tangled threads of an alleged plot to ruin a foreign trader in this important mercantile city are unravelled in a petition to the King in Parliament, the significance of which in connexion with pending encroachments by the Chancery is pointed out elsewhere.³ In another petition to Parliament⁴ asking for repayment of moneys lent to the Crown and for certain safeguards of his interest in respect of the Act of Resumption, he is described as 'Merchant of Florence.' The reference in the Act of 1455⁵ to Simon Nore, 'or by what[soever] name he be called,' is probably a conventional precaution.

A later generation of English Merchant Adventurers was occupied in exploring new avenues of trade, and among these the merchants trading between Spain or Portugal and London or provincial cities such as Southampton, Bristol and Ipswich⁶ might seem to furnish a link between the mediaeval and modern periods of our commercial history. In such a case as *Cowper v. Toly*⁷ we notice a curious medley of Plantagenet and Tudor methods, due perhaps to the steadfast conservatism displayed in the judicial and fiscal procedure of this country. In the protracted dispute over accounts connected with the Spanish trade presented to his master by the factor of an Ipswich merchant with a London warehouse, we are reminded of the earlier cases in which the Exchequer undertook an independent audit between the parties. In this approved account and in the articles of objection to the master's audit⁸ we see a close repetition of the law merchant procedure, still ostentatiously paraded in *Bolton v. Swan and Brandesby* more than fifty years earlier; but whether the long drawn-out delay

¹ Below, pp. 113-122. Nory, or Norë, was a Florentine merchant who may have had no fixed abode. For the foreign merchants paying taxes in England at this date see M. S. Giuseppi in *Trans. R. Hist. Soc.*, N.S., vol. ix.

² These, like most of the other judicial records of our ancient cities (with a few exceptions), are represented only by some scattered rolls.

³ This is printed in an Appendix (pp. 159-162). For Trades in Canterbury see H.M.C. 9th Rep., App. I, pp. 138b and 175a.

⁴ Anc. Petitions 28/1375.

⁵ Rot. Parl., v, 314b.

⁶ Hakluyt, vol. ix, p. 444: Selden Society's Publications (vol. xxviii, pp. 1-3). Toly's operations were perhaps more akin to those of the society of Spain and Portugal set up under Elizabeth than to those of the Andalusian merchants (whose trade was organized under a chartered company on much the same plan as that given in the volume referred to).

⁷ Below, pp. 126-131.

⁸ These have been again printed in an Appendix (pp. 163-168).

in bringing the issue before a jury¹ was due here to a reactionary procedure or only to a common expediency can scarcely be asserted without further research.² Another reason for this growing indifference to the law merchant may probably be found in the helpful encroachments of the Chancery in cases where relief was denied by the common law procedure. Thus in connexion with this very trade with Spain we find a Spanish firm exporting woad from the same district for sale in Bristol, where it was at once arrested for a debt owed there by San John of Archiniega (a name that appears frequently in the account referred to above) to a Bristol merchant whose claim in the Bristol Admiralty Court was defended by the petitioner in person. Owing (according to his own statement) to the impossibility of procuring witnesses from Spain, or even from London and Chester, at short notice, and also to the favour shown to the other side by the mayor and his fellows, the petitioner lost his case and, having no remedy at the common law, he prays for the issue of a writ of *sub pena*.³ We find a petition to the Chancellor⁴ alleging that because the plaintiff has employed a factor in Spain who made contracts and payments on his behalf beyond the sea, he has no remedy by the course of the common law.

Although in the pleadings both before justices and mayors or bailiffs in the late fifteenth and early sixteenth centuries we may not find any very definite or emphatic appeal to the law merchant, the central and local courts clung tenaciously to the ancient procedure, the Pie Poudre and so forth, which had always been associated with the law merchant. The procedure as defined by local custom was still carried out by the suitors themselves, though the part played by the serjeant of the mace had become of increased importance. Besides the usual requirements as to day and hour of sessions, stress is laid on the responsibility of the town or court officers for the proper attachment of defendants and the safe custody of those convicted.

In the three cases printed below, from the Exchequer Plea Roll of 1472,⁵ this customary procedure may seem artificial and even far-fetched, but there can be no doubt as to the earnestness of the parties concerned or as to the serious responsibilities of the city magistrature.

¹ It will be seen that successive adjournments from 1528 to 1534 are entered in the same Exchequer Plea Roll, for here the plaintiff again has the assistance of the Barons.

² It will be noticed that all these cases are influenced by the Statute of Westminster (II), c. 11, while the last two are based upon it through the writ *ex parte talis* (see Cases 24, 44, 48).

³ Early Chancery Proceedings 315, No. 3.

⁴ *Ibid.* 462, No. 42, and *cf.* below, p. 139.

⁵ Below, pp. 122-126.

It will be noticed that in the cases printed below the superior court keeps an eye on the 'sufficiency' of the bail. On one occasion the Barons, finding this 'minus sufficiens,' raise the amount from 5s. to 6s. 8d. although a very large sum was at stake.¹ The difficulty here and elsewhere was no doubt that the defendant's lands or goods were easily concealed from the inquiries of a negligent or partial official. In the Gloucester Pie Poudre court case² it is assumed in the plaintiff's count that unless the defendant surrenders to the keeper of the prison as soon as the award against him is made, it is the duty of his sureties to escort him thither, and that failing the sureties the bailiffs are responsible.

The question whether these local and inferior courts of record were increasingly occupied with commercial cases in keeping with the mercantile activities of the times, or whether they were required to decide other disputes caused by the abuse of a higher standard of living or by the effects of a decay of ecclesiastical authority and prestige upon the economic and social system, could scarcely be answered owing to the deficiency of local judicial records. Perhaps the impression left by rather casual research in the sixteenth-century Plea Rolls is that mercantile cases, when not disposed of by the courts of common law, both central and local, may be increasingly inquired of by extraordinary jurisdictions. At the same time manorial leets,³ inferior courts of record (then in their prime), Palatine courts, Quarter Sessions, and the Marshalsea itself grappled boldly and creditably with the increasing litigation. Again, besides conventional pleadings on writs of debt, there are cases of interest in which questions of commercial usage and economic or social policy may be raised, or even questions of public policy.

Some such interest may be found in the case of *Penny v. Bailiffs and Burgesses of Yeovil*, a case which may be associated with the liberal attitude of eighteenth-century statesmen and lawyers towards the rights and liberties of the subjects. Possibly the later cases of trespass and misdemeanour or offences against the meticulous statutes of the sixteenth century that figure so largely in the local courts⁴ and sessions of the peace (to say nothing of the amazing cases brought before the ecclesiastical courts for corporal correction)⁵ cannot be viewed in their true perspective owing to the fact that they are

¹ Below, pp. 152-153.

² Below, pp. 122-126.

³ Cf. W. Hudson, Selden Society (Norwich), and F. J. C. Hearnshaw (Southampton Record Society).

⁴ Another and even more common action arises from the threat against life and limbs. A petty instance is printed below (p. cxvi), from the Marshalsea Court which, like the Tolsey, is associated earlier with pleas of the market.

⁵ Cf. *Trans. R. Hist. Soc.*, 3rd ser., vol. i, and 4th ser., vol. iv.

merely the wreckage of the vast judicial archives that formerly existed.¹

In a later Elizabethan Plea Roll² we find perhaps a typical case heard before the Tolsey Court of Ludlow, whence the plea was brought up on a writ of error. Here the plaintiff, a miller, has sued the defendant, a husbandman, for defamation, inasmuch as 'at the instigation of the Devil' the latter had 'uttered aloud these false, odious and scandalous words: "I sent to thy mill, in a bagg, to be grounde, good, sweete and sufficient corne to make bread; and thou, falsely, hast changed my corne and the bagg and hast sent me home badd and worse corne, which would make noe bread."' The damages claimed are 100 marcs, and those recovered, with costs, were 4*l.* 10*s.*, which reminds us of the 'moral and sentimental damages' of the thirteenth-century fair court and assizes, where the litigious abbot 'would not have the shame' (which a quarrelsome bishop had put on him) 'for 100*l.*, nor the damage for 100*m.*,' while the widow in her humble cottage (not to be outdone by these great ones) would not have the shame that her neighbour has put upon her for 6*s.* 8*d.*, nor the loss (of her cabbages by his pigs) for 6*d.* But the miller has always been an important member of the community through the centuries, having largely a monopoly of shaping the 'staff of life' into its 'daily bread,' and even this paltry case reminds us that corn has been regarded as a 'merchantable' commodity for barter or sale from its preparation as seed till its consignment to the oven. What hurt the miller most in this charge was that it suggested a disregard of the custom of his trade to return the customer's corn as meal in the same bag. Earlier still (March 1544) we find the Winchester Pie Poudre Court used to enforce delivery of wheat (with malt for the accompanying ale) in part payment of rent by tenants of Winchester College in accordance with their leases.³ Indeed a London councillor of note had already set down in a reasoned treatise⁴ his belief that 'Whete Cornes rulyth all maner of weyghte and measure: and so dothe none hothyr thyng in all the Worlde,'

¹ Cf. S. and B. Webb, *English Local Government*, Sidney Webb in Minutes of Evidence, 3rd Report of Royal Commission on Public Records, 1919, and S. and B. Webb, *Statutory Authorities*, 1922, one of the most remarkable works of reconstructive genius produced in our time.

² Coram Rege Roll, 1346.

³ These leases are based on a mercantile model which was, perhaps, first devised by William of Wykeham, the founder of the college, while in the King's service (Cal. of Fine Rolls, 1356-68, pp. 363-70). The cases referred to will be found in the roll for 1542-3 in the Winchester city muniments. The payment of a third of the rent in wheat and malt was made compulsory by the Act of 1576 to reinforce the college leases.

⁴ *Tracts and Table Books*, p. 48.

referring here not to the grain alone but also to its importance as an economic and social factor in connexion with the standards of weight and measure.¹ These, in turn, rule the market, with its customs and usages, which may have the force of ordinances. In any case they are the expression of the competent opinions of the merchants on which the law merchant itself may seem to be largely based.

4. The Import of Weights and Measures.²

The King (on the information of foreign merchants, grantees under the royal charter of 1 Feb. 1303) v. *The Mayor and Sheriffs of London*,³ printed below, is a case dealing exclusively with the technical subject of weights and measures. Here the question was whether it is lawful to weigh goods offered for sale by foreign merchants, according to the customary method of manipulating the public scales, in defiance of the recent charter granted by the King to these merchants, and of the King's repeated injunction that the citizens should cause his ordinance, contained in the above charter, to be observed inviolably, or else that they should inform the King of their reason for refusing to do so. The reason submitted by the citizens, namely, the custom of the city, which had been generally accepted, and the royal charters confirming their liberties and free customs being regarded by the King as an insufficient and contemptuous reason, the merchants and the citizens were ordered to appear before the King by the process given below.⁴

¹ Whatever one may think about the inference that follows here, the remarkable researches of Sir Wm. Beveridge have confirmed the *dictum* of the Tudor merchant.

² The position with regard to the Marshalsea and its related offices seems to have been the subject of some unnecessary misunderstandings. In the first place, the advantage of retaining the title 'Marshalsea' (except as the local place-name for the Southwark Court and prison), or in any case of dispensing with the true form, 'Marshalcý,' does not seem very obvious. Perhaps the compromise adopted by earlier antiquaries (*e.g.* Madox) in the spelling 'Marshalsey' may seem preferable, though 'Marshalsea' could just as well be treated as one of the variants of Marshalcý. As it is, the confusion thus created is probably responsible for the vague and conflicting definitions of the several secondary offices derived from the Earl Marshal's dignities in the King's Household and Exchequer. These discrepancies cannot be suggested here, but it should be mentioned that the official concerned with the pleas in the Marshalsea Court (with its prison) is regarded here as the 'Knight Marshal' descended from the Household Marshal, a twelfth-century deputy of the Earl Marshal, who had another deputy in the Exchequer, though whether this deputy was in charge of the Exchequer 'Standards' as well as of the writs and debtors of that Court (as Fleta states (ii, C. 8) and Madox implies), or whether the Keeper of the Standards was also Clerk of the Markets (according to Fleta), or an officer independent of both the Household and the Exchequer departments, as Britton supposed (i, 189) is doubtful: *cf.* Crompton, *Jurisprudence*, p. 221 sq.

³ No. 32 (below, pp. 76-78).

⁴ P. 77.

The manuscript and printed sources for this case¹ are mentioned in the text and more fully in the version recently printed in *Camden Miscellany*, vol. xv, where the evolution of the English mediaeval weights and measures is briefly traced, while its importance is clearly shown in Professor Gras's authoritative work on the English Customs System.² The subject of the public, common or official system of weighing or measuring commodities offered for sale is mentioned again in several cases arising from disputes or trespasses in fairs or markets. Of these the Ulnage cases³ are perhaps the most noticeable, as they remind us of the close connexion between the Wardrobe in the Tower of London and the Exchequer in respect of weights and measures, and further of the growing importance of what we should now call the Department of the Standards of Weights and Measures in the Exchequer.⁴

It will be seen that in the case printed below the King's attorney claims on behalf of the Great Wardrobe the right of swearing in ulnagers elected by the merchants in the English fairs, and he disputes the right of the lord of the fair of S. Botolph to appoint his own ulnagers.⁵ The privilege claimed by the Wardrobe in this matter is undoubtedly of ancient date, but the lord of this liberty was evidently unwilling (like most of his fellow-nobles) to resist the King's pleasure in the matter. It seems probable that the real issue at stake was the right of taking fees from the ulnagers when appointed and sworn, though the King's attorney was allowed to prevail on a side issue.⁶

We are not perhaps so closely concerned with the procedure of the military courts held before the Marshal, though we may note that in some cases this procedure might resemble that of the Eyre. In an appeal from the Marshalsea Court in Edward III's reign a conviction for selling false victuals was quashed by the King's justices on the ground that malt was a beverage and not food.⁷

Cases of a somewhat similar type in which the money weights used for sales of bread by bakers are in question were perhaps more

¹ For assertions of the prerogative in respect of the Wardrobe and Chancery in the conduct of fairs, see *Calendars of Patent Rolls* from 1219 (p. 189) onwards, and below (pp. xlviii and 53 sq.).

² (*Harvard Economic Ser.*), pp. 66 sq. and 257.

³ No. 23 below, p. 53 (*cf.* *Exchequer Plea Roll* 16, m. 16d, for a longer case), and see *Tracts and Table Books*, pp. 41-44, 57, and *Cal. of Letter Books* (Guildhall, London), D. pp. 127, 209; E. p. 19 sq.

⁴ The standards seem to have been at first preserved with other regalia. They were placed later under the Board of Trade, though still preserved in the precincts of the Abbey near the old Treasury.

⁵ Below, p. 52.

⁶ Below, p. 53.

⁷ *Placitorum Abbrev.*, p. 351.

frequently heard in the Eyre than before the King's justices at Westminster, but one such case is printed below.¹ It is of considerable interest in spite of the trivial issues that appear to be at stake. Doubtless the traffic in market charters as negotiable securities was increasing and the authority of the charter roll had to be vindicated.

Weights and measures are also of consequence in connexion with cases that contain references to corn, wool, wax, woad, minerals, cloth, spices, grocery, etc., together with wine and ale or beer,² but the Marshalsea itself is not concerned with most of these. In the later period, however, its prestige had much diminished, though even during the reign of Elizabeth we find the curious prosecutions of Westminster and Whitehall manufacturers for nuisances committed through the emission of coal smoke undertaken by the Exchequer of Pleas and not by this Household Court.³

The references to this important subject in the present volume may perhaps suggest another aspect of an ancient and invidious office. This represents the traditional solicitude of the sovereign not only for the material but also for the moral welfare of his subjects with which he is not always personally associated, a solicitude which is expressed in the promises of equal justice and protection in regard to their persons and property, promises of which the feudal King is constantly reminded in an age when justice and fair dealing remained ideals seldom realized in the daily lives of all classes of the community. In particular, the national repute and general well-being that depended on personal honour and integrity in industry and commerce were constantly endangered by the greed and cunning of the few which led to a general corruption through the necessities of the many, in spite of the paternal warnings of the Church and the fraternal efforts of the Guilds. For the rest, the elaborate edicts of the King in Parliament or Council and the severe sentences of his justices in Court or Bench or Eyre resulted in a notorious and deplorable failure to accomplish the desired purpose and even in an aggravation of the evil.

¹ P. 44, *Paykyn v. Pollard and others*. From the context the local court was probably that of Great Dunmow, Essex. Here there was the provocation that no judicial presentment or award had been made before the baker was dragged to the pillory by a mercenary lessee of market rights whose recourse to the Hue and Cry was also a questionable proceeding.

² For expositions of some technical terms connected with weights and measures, see *Tracts and Table Books*, Index, and List of Authorities.

³ Coal smoke implied sea-coal; the courtiers, whose rich costumes were endangered in St. James's Park, did not object to wood, or even to charcoal. The chief offenders were breweries, for the great increase in the consumption of wheat malt, reacting on the price of bread, had long been a matter of anxiety. Mr. Stuart Moore kindly refers to a commission of 1284 to deal with certain lime-kilns burning sea-coal, whereby the air is infected and corrupted to the peril of the inhabitants.

The blame for this disaster¹ must be apportioned between the Government and the people, and it was no light matter. There is probably no equally remarkable example of the continuous failure to enforce injunctive or prohibitive legislation in respect of a subject of profound constitutional, economic and social importance, for existing Crown 'monopolies' date back only to the sixteenth century, and the establishment of a standard weight and measure can be traced back to Magna Carta, and is confirmed in a monotonous series of statutes and ordinances from Edward I onwards.

During practically the whole period extending from the middle of the fourteenth century to the middle of the fifteenth we find a persistent agitation in progress for the reform of the prevalent distress and discontent due to the widespread abuses of the standards of weight and measure. The prevailing dissatisfaction is voiced by the Commons in their petitions to the King and Council, and it is met by emergency legislation and appointments of justices *ad hoc*, followed by the revoking of the commissions and a frantic appeal for the appointment of Justices of the Peace, while these again might be more usefully employed in curbing the extortions of bailiffs of manors and victuallers who, between them, make it impossible for poor 'labourers' to buy bread with wages which the justices are required to enforce according to the black statute that followed the Black Death.

Now these discontents had been manifest before 1349, and they continued to be more cautiously expressed after 1439, although the Justices of the Peace had done good work in checking the abuse of weights and measures since 1361. And besides the new commissions of the Peace, the old commissions of the Eyre continued to be issued as before, and dealt with false quantities in food or drink as faithfully as they had continued to do since they 'talked about the men of Wilton and their false measures' in the sixth year of Richard I of legal memory.² And besides these two sets of justices (with more *ad hoc* if needed) there were the solemn presentments made before local authorities, mayors and bailiffs and stewards in staple courts and tolseys and leets and court barons, and fair or market courts, besides the 'fewrings' and 'assays' of specialized communities or the official testing of local 'piles' and measures.³ Among these diverse

¹ It will, of course, be realized that the abuse of an established and necessary standard of weights and measures has not been found in this country alone. In fact, the English standards were probably more generally observed than in any other European state, though a comparison is obviously difficult.

² Curia Regis Rolls (Record Com.), vol. i, p. 113. They had been fined in the previous year (Pipe Roll, 5 Ric. I).

³ Assizes (*i.e.* Assays) of Bread are officially recorded from 1267. For an assay of weights, see MS. Cotton, Otho, E. X. (16c.). Cf. Britton, i, 186-188, and *Tracts and Table Books*, p. 11, n. 1.

operations the functions of the Clerk of the Market do not appear very distinctive, partly because he used the same judicial process, and also because that process was applied for the same objects.¹ At the same time, however, he was a distinct factor, as representing the Crown in virtue of what was (unlike that of the other authorities concerned) a prescriptive office, operating independently, and representing the unwritten authority of the prerogative in the same way as it was forced upon the subjects by the equally plausible and odious requisitions of purveyors, butlers, ulnagers, and the rest. In fact the inquisitions of the clerk of the market and of the sworn ulnager were pretensions resembling glorified assizes of bread and ale and cloth, which were also of immemorial antiquity. In another aspect, too, the duty of the marshal to prepare the King's food and lodging during his progress might be more easily justified by the occasion itself, just as the sessions of eyres caused the prices of victuals to be fixed on a reasonable scale in order to avoid profiteering,² though since the famous statute of 28 Edward III the King's household jurisdiction had been clearly divorced from that of his court of justice at Westminster.

The office of the King's clerk of the markets does not ostensibly form part of the most ancient establishment of the state, although the functions of the office were doubtless performed therein. We are told by a seventeenth-century antiquary that 'the King's clerk of markets has view, sealing and correction of weights and measures because the King is the conservator and distributor of the common profit of the Realm, which depends chiefly on the equality and justice of weights and measures of all things vendible; and the King only has this prerogative.'³ This view of the prerogative may be obvious, but it does not explain the extent of the King's responsibility nor the causes of the well-known unpopularity of his representative.

The explanation may perhaps be that this and other offices suffered from the effects of both delegation and devolution. The Clerk of the Market was at best the deputy of the Knight Marshal, and in course of time he came to be regarded, by a slight adjustment, as the King's clerk of the markets with deputies, *ex officio*, in the persons of mayors or other local officers in virtue of later charters.

¹ For the extreme claims made by the Marshalsea to issues of justice see H. G. Richardson in *Trans. R. Hist. Soc.*, 4th ser., vol. v, and Putnam, *Enforcement of Statute of Labourers* (*passim*).

² The curious journal of the Western Assizes published in *Camden Miscellany*, iv, shows that the justices depended to a large extent upon presents offered to them by the countryside, and this is confirmed by the chamberlain's accounts of many provincial towns in the sixteenth and seventeenth centuries.

³ Cf. Hale, *Common Law*, App., p. 15, and MS. Harl. 1323, f. 138.

The exact relationship between the Clerk of the Market and the Clerk of the Marshalsea is not very clear, as we have seen, nor yet his relations with the Coroner of the Household; but the *Constitutio Domus Regis* has always been the despair of constitutional historians.¹ The devolution of the Marshal's court, in which the Marshal himself might still have sat from time to time with the Steward of the Household, follows the conventional lines of the military and heraldic courts, where in the fifteenth century a professional stipendiary represented the Earl Marshal or Lord Admiral, just as the lord abbot or lord marcher was represented in a manor or honour court.²

In fact our Clerk of the Market had probably even ceased to function with the Marshal's deputy in the Exchequer and busied himself with his prison at Southwark, though whether he continued to act (if he had ever acted) as the keeper of the official 'Standards' may be doubted, unless the clerk's own set of standards was never actually made and the Exchequer standards were used in their place.³

The activities of successive Clerks of the Markets, as deputies of the King's Marshal, with those of their own deputies in turn, can be traced in the surviving accounts of that department preserved in the Exchequer, and with these may be compared the frequent commissions or authorities given to them by Letters Patent or Close, which have been inrolled, or by Chancery Warrants.

It would seem almost as though the extensive claims of these officers were derived from times of war, when all markets might be closed for sales of victuals except to the King's troops in or on the way to Scotland or France: but equally this practice might be justified by the supposed requirements of the Court itself, within a twelve-mile radius, as the King moved slowly to and fro, 'wheresoever he might be in England.'

Besides the functions of the Clerk of the Market or his deputy, periodical or occasional assays of weights and measures might also be made by commissions *ad hoc*, especially during the first half of the

¹ But this may be due to a narrow definition, as in the case of Article 39 of Magna Carta, about which Professor Powicke has well said that the peculiarity of English history is not that the common law is supreme but that it is so practised as to seem supreme, and that other expressions of the Sovereign power (*e.g.* the equitable jurisdiction of the King's Council in the fourteenth century) are universally admitted to be temporary and abnormal (*Magna Carta Essays*, p. 121).

² For the Court see MS. Harg. 307, f. 20. Another jurisdiction which the Marshal seems to have shared with the Steward was concerned with the taking of recognizances for debt. For civic jealousy of these officials see p. xcvi, *n*.

³ For the Marshalsea in connexion with the fairs of the Bishop of Winchester and the Abbot of Westminster see *Rot. Parl.*, i, 150-152.

fourteenth century. Thus we find the Commons complaining that those appointed for this purpose go from town to town, taking fines and ransoms, and afterwards come again and destroy those measures unless fine is made to them (for 'expenses'); and then the Clerk of the Market comes and undoes what they have done and takes other fines, so that the people is punished on all sides.¹

The indignation of the Commons is perhaps most forcibly and definitely expressed in parliamentary petitions and enactments during the years 1353-1354, and this was the period, as Sir William Beveridge has recently shown in an important essay,² of an economic crisis in which the fluctuations caused by the persistent and extensive use of customary weights and measures reacted upon the price of corn with special severity in certain instances.

The favourite and obvious remedy proposed by Parliament was to implement the special supervision of weights and measures by justices *ad hoc* by means of a provision of Standards from the Treasury for the use of every county. To this proposal, however, the King, well informed, like his Chancellor, as to funds available, had replied steadfastly that 'this was the King's intention and should be done everywhere.'³ But when, as usual, 'nothing was done,' the Commons continued to complain that 'Merchants buy *avers de poise*, wools and other merchandise by one weight and sell by another, and also make fraudulent concealments in weighing and use false measures and verges,' and ask that there shall be one weight, measure and verge.⁴ But when there is a specific recommendation for brass bushels to be made in the Tower⁵ as samples for the whole country, and for the sheriffs to be required to provide one (with weights and other measures) in each county, the King observes that there is a standard of the bushel and the rest in the Treasury so that all who wish to come for an example may have it, paying for the making.

This problem of expense was indeed the great problem of mediaeval government, and it may be that we should attach a greater significance to the above observation as well as to the question, that naturally arises, how far such remedial action would have affected the considerable revenue derived by the royal exchequer from this polluted source.

The combined activities of the Justices of the Eyre and the Peace diverted public attention from the Marshalsea for some years, but in 1376⁶ we find the old complaint against extortionate fines to compound

¹ *Rot. Parl.*, ii, 248.

³ *Rot. Parl.*, ii, 230b (1350).

⁵ See above, pp. xvi, xvii.

² *Economic History*, vol. ii, No. 5.

⁴ *Ibid.*, ii, 248b (1353).

⁶ *Rot. Parl.*, ii, 336d.

offences against the statutes. Here the Commons refer (perhaps purposely) to the jurisdiction of the Marshal being coextensive with the Verge of the Household, and recommend that the clerk shall regulate weights and measures in accordance with the standards in use wherever the King shall pass, limitations of the Marshal's jurisdiction that were noted by Parliament men in the reign of Charles I.

In 1393¹ there was another outcry, from which we learn that the monstrous 'yard' of the Marshalsea was matched with a pound weight that exceeded the Exchequer pound by 2s. 6d., a difference that seems more considerable when it is converted into grains.²

An early Victorian antiquary has pictured a mediaeval mayor of Abingdon faced with the reproaches of enraged townsmen whom he has shamelessly plundered, exacting requisitions 'for the King's use' by means of a yard reckoned as an ell,³ false weight and measure, and regrating at excessive prices, for, as we have seen, the mayor was also a potential deputy of the King's Clerk of the Market, a dignitary whose constitutional functions may have been admirably defined by modern historians, but whose official activities have been perhaps overlooked by students of the causes of economic and social discontent from the roll-burning of the fourteenth century to the rick-burning of the eighteenth.

We have already seen that during the critical period of the French wars and labour troubles in the middle of the fourteenth century the indignation of the kingdom's 'great ones' and the complaints of its 'poor Commons' were not solely directed against the failure to repress rapine or oppression by the ordinary judicial process. These murmurs were also provoked by a more pressing and insidious danger, the extortions of middlemen and purveyors, the forestallers, engrossers and regrators of victuals which in fact as well as phrase were the staff of life.

When the long-promised Justices of the Peace were at last appointed and got to work, their plea rolls record not only convictions of bandits, but also the fines of a shoal of small purveyors who would buy no corn or malt from lord or peasant unless on their own terms, namely, to buy with a large measure and to sell again with a small one. Behind this

¹ *Rot. Parl.*, iii, 306.

² *Tracts and Table Books*, pp. 36-38.

³ This was the traditional 'ell' of the Marshalsea of the Exchequer (cf. *Tracts and Table Books*, pp. 8 and 41). It will be noticed that no mention is made of a yard measure in the earliest tracts and tables printed in the above collection, and that its place seems to be taken, in the Marshalsea scale, by an ell of 45 inches. The Marshalsea ell of five feet may be derived from the old *passus*, which is found among Isidore's land measures. The later 'yard,' as distinguished from the 'ell,' was calculated from the barleycorns of which the inch and foot were compounded (*ibid.*, p. 7).

sharp practice, of course, was the eternal struggle between the producer and the consumer, the turmoil of which has never been stilled, because its true causes have not been recognized. And fuel was added to these smouldering fires, as will always happen, through fines and requisitions mercilessly levied by an army of officials.

Of these our Clerk of the Market, though only the advance guard of a band of purveyors, was a host in himself. With his palfrey and attendant pack-horse to carry his official 'standards'¹ and the resulting money-bags, his appearance must have terrified the dealers in the market-place. It was alleged that whole cities, towns, boroughs and vills capitulated to his summonses without resistance, making it worth his while to depart from their gates by tendering a 'common fine' to cover possible offences, and to some extent surviving records of his office (more than six hundred years old) confirm this tradition. Passing onwards, the clerk would easily convert the 'countryside' into a potential 'verge' of the King's Court, with which, as we have seen, his functions were properly concerned; for when the Court was always on the move, the twelve-mile radius of the verge might fairly represent its sphere of influence.² It would also appear that in order to insure the collection for the Crown of a welcome cash revenue and to provide the clerk with fees, the latter was supposed to carry official standards that differed perceptibly from those of the Exchequer, so that there was no escape even for the most righteous community. Besides, there were other weapons in the official armoury which the sheriff or bailiff could be called on to apply without committing the contumacious to the marshal's Southwark prison.³

The plea and account rolls of the Marshalsea do indeed record or imply hundreds of convictions for false weights and measures, for bread and ale of inadequate quantity or quality, for the sale of 'corrupt flesh or fish,' and even for 'meat warmed up,' but here, as in the procedure of the local courts which dealt with the assize of bread and ale, it 'was not the intention' of the King's clerk (or elsewhere of the lord's steward) to send convicted profiteers to the pillory in a tumbrel, or to prison till delivered by the Justices in Eyre. They could escape from those horrors by a silver bridge, compounding the offence with a suitable fine.

¹ These seem to have included the bushel, gallon, quarter-gallon (or quart) with the ell, two balances and weights (troy) and three iron seals (or stamps). These were possibly packed in leather cases (such as are still preserved in the Record Office Museum) and they were covered with a cloth stamped with the royal arms.

² The Ordinances of 1311 insist that the King must be still within the verge when an action is brought, to which the parties must be of the Household.

³ The frequent escapes of his prisoners and the fines incurred by him on that account must have been a matter of anxiety to this officer.

The further question may arise as to how far the official denouncement of irregular weights and measures was a manifestation of honest indignation on the part of the Government or of the subjects. It is perhaps only natural that such a doubt should be expressed, seeing that the administration of justice in the mediaeval period was apparently organized with a view to the provision of a royal revenue and official salaries. Moreover, the organization of English trade, the King's market, operated by the standard weights and measures of the King's Exchequer or Marshalsea, under the supervision of the King's Clerk, and weighed in the King's balance by his Tronour and frequented by the King's merchants, seems to imply that the Crown would not or could not forgo its share of the steady and considerable cash revenue derived from the ' assize of weights and measures ' in the shape of fines for non-observance of the statutory standards by a large proportion of the producers, distributors and consumers of foodstuffs, without reckoning other commodities bought or sold. Again, existing supervisors of weights and measures vested with freehold interests had naturally a voice in the matter, while there were no available funds for the salaries of new judges without disgorging a considerable share of these profits of justice. It seems something more than a coincidence that when at last an arrangement was made for the provision of their salaries out of the fines due to lords of franchises the justices were appointed and a new crusade against illegal weights and measures began. Like all crusades arrayed against the force of nature (or perhaps even against the force of custom) this was a failure ; but it nerved the mediaeval commons to continue the struggle, which was renewed with more apparent success in Tudor and Stuart times. But even as late as 1868 the enforcement of a uniform standard of weights and measures in every part of the United Kingdom and among all classes of subjects was regarded as a forlorn hope by many official administrators and experts ; nor, in spite of the vigilance of an army of inspectors, will to-morrow's market be wholly free from the ' subtlety of them that sell or buy.'

5. Matters of Economic and Social Interest.

There are naturally many references in this volume to the mercantile customs and usages of the market and fair, where most of these cases had their origin. It must be admitted, however, that the references in the present volume to the markets and fair courts of provincial towns do not present such a lifelike picture of the mediaeval market and fair

as the unique records of Ramsey Abbey printed in Volume I. On the other hand the cases selected for juridical study have been multiplied by a survey of economic or social conditions that extends beyond the pathetic meanness and monotony of the mediaeval village fair.

Although not all of the great fairs and only a few local markets are included here, these cases should be of interest to the local historian and antiquary as well as to students of legal history and procedure. They are enumerated in the Index to this volume. It would doubtless prove interesting also to compare their environment with that described in contemporary chronicles, such as that of S. Edmund's. A large proportion of the cases comes from the eastern counties, as might be expected from their economic development. Besides English fairs or markets there is mention of some in Ireland, Flanders and elsewhere.

A few subjects of incidental interest are presented in connexion with these markets and fairs, such as the offices of the Ulnagers, Clerks of the Markets, the Assays of Bread, Ale and Wine, and of Weights and Measures generally.

Students of the Plea Rolls or Year Books who are accustomed to the repeated mention of a 'full court' may not find similar references to the 'full market' or 'full fair,' which was an equally conventional expression.¹ It will be remembered that although the omission of those words as complementary to the formal reference to a 'court of Pie Poudre according to the custom of the city' had been formerly regarded as an erroneous pleading, it was in later times adjudged no error, because a court of Pie Poudre can be held by custom without a fair or market—a ruling which is at least more definite than the presumption 'ratione mercati.'

To a slight extent the position and apparatus of the market can be gathered from the Plea Rolls, just as other details of archaeological interest can be deduced from these rolls and from the accounts or other subsidiary records noted here. The subject of Weights and Measures (including Ulnage, Assays and Pleas of the Market) has been noticed above, and some other aspects must be deferred to the next volume.

Apart from the lure of the mediaeval market and fair, some of these pleas have a picturesque setting in London city itself, or in its environs, as indeed we knew already from the scholarly researches of Dr. Jeffries Davis and Mr. A. H. Thomas.²

References of archaeological or economic interest may be found in

¹ *Y.B. 13 Edw. IV*, f. viii.

² *e.g.* the churches of S. Paul's, S. Martin's le Grand, and S. Martin's in the Vintry, the Tower, the 'Ropery,' Westminster, Whitehall, and Southwark.

this volume to many provincial cities or towns,¹ and abroad to Flemish marts, and to French and Italian industries, besides a curious report on the strategical importance of Hugh le Pape's palace at Florence in the evil days of Guelphs and Ghibellines.² Another interesting reference to foreign politics will be found in the case of *Morant v. Papyng* (No. 35), where a jury of Dutch and Almain merchants prevents an English merchant from obtaining payment of a debt by finding that the Emperor and not the Bishop of Utrecht is the temporal ruler of the town of Groningen, a decision which by no means represents Professor Blok's view of the local situation at that date.

Although the formulas of the early judicial proceedings of this country have not been usually included in the scope of diplomatic study, some interesting features may be found in the pleadings and curial instruments printed below, especially those written in an epistolary style, while the use (and misuse) of seals, the introduction of notarial devices or statutory requirements, and various references to the equipment or procedure of the Chancery, Exchequer and Bench (not to mention the municipal court-house or the merchant's counting-house) may be found worthy of attention.³

For the reasons mentioned at the beginning of this Introduction it has not been possible to enlarge on that subject in the present volume, though another opportunity may occur. Much might be said also as to the etymological interest of these documents, though their association with the conventional 'record Latin' and 'law French' would not seem to promise much linguistic treasure. However that may be, a 'jargon' that can give us a close version of the same technical word in three written and spoken languages, or such convenient if artificial composites as to 'de-arrest' and 're-arrest'; or a dozen graphic uses of the verb 'facere,' from the service of a writ to judgment, or from the 'making' of a man to his 'unmaking,'⁴ might be worthy of attention that is rarely bestowed upon this subject by students of historical documents.

The advent of the law merchant will perhaps lend further point to Maitland's theory that 'verba curie' may be a corruption of 'verba de cursu,' by suggesting to us that each of these phrases is an alternative formula which we are told was 'in use and necessary among merchants,' and which included 'consueta verba curie' as part of the discipline of

¹ Canterbury, Cirencester, Bury S. Edmunds, Hereford, Winchester, Lincoln, Lynn, Boston, Northampton, Gloucester, Bristol, Wells, Southampton, Isle of Wight, Beverley, Hull, Yeovil, Ipswich, Sandwich, Yarmouth, among others.

² Mention is also made of Dublin, Calais, Bordeaux, Rouen, Zeeland, Bayonne, Bilbao, among other 'parts beyond the sea.'

³ Registers of ships, cargo, freightage, average, charter party, etc.

⁴ i.e. by 'dismemberment' for display in the 'Four Quarters of England.'

an official dictamen 'de cursu,' used by professional 'counters' and 'pleaders.' In this wider sense 'curie' may be as conventional as 'curialis,' or 'curialitas,' and 'court-tongue' may describe a style of speech, just as 'court-hand' stands for a style of writing, and 'courtier' for a type of person; and as 'court-dress' is still associated with 'courtesy' or at least with 'curtsies.'

One of the 'key words' (so to speak) of law merchant study is the 'earnest money,' represented here by the term 'arr(h)e' or 'err(h)e.' Reference to the accepted etymology will suggest that there is a difficulty about the 'n'; but if we supposed that by a common palaeographical blunder the uncial form of 'h' has been confused with the uncial form of 'n' (from which it was distinguished by a point) we should only be concerned with 'arrhe,' the use of which can be traced from Carolingian times.

A similar solution might be suggested for the origin of the Troy weight by those who hesitate to accept the approved definition from the fair of Troyes, namely to regard the 'y' as a misreading of a half-uncial 'n,' the reference being to the 'Tron,' of which the use and significance have not perhaps been generally appreciated since the seventeenth century.¹

Among the mercantile terms still unsolved by the editor, the 'horns of wadlets' in the cargo of a prize ship² may refer to ivory from marine or forest beasts; but this item, from its position, seems more likely to refer to the equipment of merchants' servants ('va(d)letti').

'Black-guard fleeces' is the literal translation of a term ('garda nigra') found in an Italian wool contract of the north country,³ and if this term was reported intelligently by the foreign merchant it might anticipate (if not simplify) the authorized exposition, though Scott seems to have known the slur of 'black ward' as applied to servile tenure.

The well-known and often-mentioned officer of both Pie Poudre and town courts ('serviens ad clavam') has been styled in the translation 'serjeant of *the* mace,' since 'serjeant at mace' is not exemplified in the *New English Dictionary*, and is not covered by the analogy of 'serjeant at arms.' It is unfortunate that while the insignia of this office have been carefully preserved the Pie Poudre plea rolls have been allowed to perish.⁴

Sometimes the phonetic form of a term or title lends point to the spelling, for the playful alliteration of the fictitious pledges 'Edmund

¹ *Contemporary Review*, October 1929.

² Below, p. lxxxvii n.

³ Below, p. 69.

⁴ Report of Royal Commission on Public Records (1919), App., p. 103.

Munde ' and ' Herry Herte ' (better known as ' John Doo ' and ' Richard Roo ') may perhaps help us to realize the evolution of the font-name ' Harry.'

The identification of place-names is a task that has been lightened in recent years by the publications of local societies and by those of the central and admirable Place-Name Society. For lack of this assistance in the past, unintelligent forms have survived. Thus Ravenspur of the Gazetteer is a poor substitute for the lost Ravensere of the Plea Roll: and why is S. Ive denied the apostrophe given to S. Ivo?

In the case of personal names, the uncertainty of identification is aggravated by the careless obliteration of the preposition ' de ' or of the definite article; but an editor cannot assume that John Tyford is John of Twyford, or that north country sureties with the surnames Sheffield and Bispham came from those places. In spite of the facility of trilingual adaptation, ' Bonruncin ' (for ' Bonus Runcinus ') is not matched in Middle English (though the merits of the ' rouncey ' were well known). Elsewhere the French version may prove exuberant and the sheriff who must be ' heavily amerced ' ¹ (' graviter amercietur ') will be ' en la greve mercy le roi.' ²

Besides these doubts or difficulties, a conventional spelling had to be substituted for archaic forms of ' wherefore ' and ' therefore,' etc., and in keeping with a translation of the text which closely follows the MSS., Roman or Arabic numbers have been rendered in words or in figures as in the rolls. Names of persons and places have been extended, and where it is usual or possible they have been modernized, though this method cannot yet be carried to its logical conclusion.

The Table of Cases which follows seemed desirable in view of the involved construction of the writs or close letters by which many of the cases printed in this volume were originated. With respect to the association of the several cases with the Law Merchant procedure the following circumstances may be noted: The presence of some ' foreign ' matter in the shape of negotiations with foreign powers or communities; privileges to foreign merchants by way of charter or ordinance; hardship suffered by foreign merchants through spoil or attachment of shipping or goods; difficulties experienced by the court in respect of foreign ' idiom,' etc. The custom or privileges of the Exchequer or the fiscal requirements of the Crown account for a number of cases, and others come from the Council, the Chancery or the Admiralty, while others, again, are brought up under a statute or by a writ of grace, etc.

¹ Below, p. 23.

² Sir J. C. Fox, *Contempt of Court*, p. 129.

TABLE OF CASES.

TABLE OF

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
1. Peter, Bishop of Hereford v. Richard Moniword and others.	M. 25 Hen. III (1240).	Hereford.	K.B. 26/121, m. 6 (pp. 1-2).
The same v. The same.	M. 25 Hen. III (1240).	—	K.B. 26/121, m. 7 (p. 2).
Peter, Bishop of Hereford v. Adam of Paris and others.	T. 25 Hen. III (1240).	—	K.B. 26/121, m. 21 (p. 3).
2. Roger son of Martin v. Thomas of Gelham and others.	E. 26 Hen. III (1242).	S. Edmund's.	K.B. 26/123, m. 2d (pp. 3-5).
3. John of Saxby of Beverley v. Anger of Bedford.	M. 39 Hen. III (1255).	S. Ive's, Beverley, Boston, Lynn, Burton.	K.B. 26/155, m. 1d (pp. 5-7).
4. Wm. of Tangham (in Orford) and others v. Robert Croket.	M. 44/5 Hen. III (1260).	Rouen, Ipswich, Orwell, Harwich.	K.B. 26/168/13 (pp. 7-9).

CASES.

Cause
<p>Suit to restrain merchants of Hereford from selling in their houses during the bishop's 'fair-time' for fear of evasion of the customary dues in collusion with outsiders.</p>
<p>The bishop complains of threats against his bailiffs while searching the defendants' houses. The latter do their law and are acquitted, and the bishop is in mercy.</p>
<p>Thomas, to recover a debt owed to him by Alexander Rese, attached the latter's goods at S. Edmund's fair and received the proceeds by award of the merchants there. The goods are claimed by Roger as his own, in charge of Alexander as his factor. The issue was to be decided by inquest in the County Court, where concealment is found and therefore all the parties are in mercy.</p>
<p>It is complained that Anger deceived the keepers of S. Ive's fair by claiming money extorted from him by John, whose goods are attached to satisfy the claim, although the sum in question had been fully awarded to John in the court of Beverley. The charge of extortion is disproved by a transcript of the plea received from Beverley, where Anger had been convicted of the debt. Therefore it is now awarded that John be quit and Anger in mercy.</p>
<p>The plaintiffs had previously attached Robert before the bailiffs of Rouen for a debt and had been put in possession of Robert's tenements in Rouen to repay the principal out of the rents. In spite of this they arrested wool of Rouen merchants in Essex and sold it for more than the debt, leaving Robert to be distrained in Rouen for the loss.</p>
<p>The other defendants clear themselves and are dismissed; and Robert is pardoned for this mercy owing to his poverty.</p>
<p>William pleads that though Robert's property in Rouen was adjudged to him, being dissatisfied with this arrangement he distrained Robert by merchandise of Rouen in England, as he was entitled to do by the law of merchants.</p>
<p>Robert acknowledges his proper debt, but says that as the wool attached by</p>

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
5. Bernard of Fraxis and other mer- chants of Bayonne <i>v.</i> Bonruncin, mer- chant of Lom- bardy.	T. 51 Hen. III (1267).	Portsmouth, Porchester, Southampton, Winchester, London.	K.B. 26/178, m. 1 (<i>pp.</i> 9-10).
6. John de Albernun and another <i>v.</i> Wm. le Hodde.	E. 50 Hen. III (1266).	Surrey, London.	K.B. 26/178, m. 1 (<i>pp.</i> 10-11).
7. Jas. (called) Balenh' <i>v.</i> Michael of Aix and other merchants of Brussels.	M. 54 Hen. III (1270).	Lincoln, Boston.	K.B. 26/193, m. 54 (<i>pp.</i> 11-12).
8. Prior of Nocton <i>v.</i> Ernald Berard and another merchant of Cahors.	M. 1 Edw. I (1272).	Lincoln.	K.B. 27/1, m. 8 (<i>pp.</i> 12-13).
9. Hugh le Envyse and another <i>v.</i> Nigel the Serjeant and others.	T. 3 Edw. I (1275).	Lynn.	K.B. 27/17, m. 5 (<i>pp.</i> 13-14).

Cause

William belonged to Rouen merchants the balance after payment of his debt should be received by those merchants.

And because William cannot gainsay selling Robert's wool and receiving more than his debt therefrom and doing grievous damage to Robert, he is in mercy for his trespass—with damages to Robert.

The sheriff is ordered to inquire by special juries from the town of Southampton, and afterwards also from Winchester, Portsmouth, Porchester, and the City of London, before a commissioner to be sent by the King to take that inquest, whether the defendant (a Lombard merchant in the retinue of Simon de Montfort the younger at Porchester Castle in 1265 as a hostage, and who as such was a party to the plunder and sale of goods taken from a ship of certain merchants of Bayonne) acted under duress or of his own free will.

The keeper of the Tower of London is ordered to attach William, an English partner of certain foreign merchants, to show cause why he wrongfully impleaded John the late sheriff of Surrey to recover the value of woad alleged to have been arrested during the civil war and detained by John, thus obtaining judgment by misleading the court, since John is ready to show that he had that woad from one who bought it lawfully from William's partners, according to the custom of merchants. The keeper of the Tower causes the parties to appear before him, as required by the writ, when Thomas vouches the said woad as his lawful merchandise and is ready to warrant the same to John, who is thereof quit.

James had sold wool to Brussels merchants with payment at certain terms, which have not been kept. During Boston fair, in 1268, he asked the bailiffs to arrest goods of those merchants in satisfaction of his debt. The bailiffs arrested wool of the commune of Brussels by award of the fair court, to be delivered to James unless the debt was satisfied within a year and a day. But Roger, then bailiff, released the wool before James was repaid and has ignored the King's writs. James having now found security, the sheriff is ordered to put Roger under bail and pledges to appear before the King.

The prior sues upon an undertaking (previously given in court by the defendants) to attend at Nocton and account for all issues received during the custody of the priory by Peter Berard and his partners. The account being due for audit, the prior complained before the King's court and council of the merchants' delay, to the peril of his house, by detention of the accounts prepared. The defendants having no lands, etc., in the county, the sheriff is to distrain by all their lands and have their bodies at Martinmas.

The plaintiffs 'were granted by the late King' that they should not be arrested for debts of which they were not pledges or chief debtors. The defendants arrest goods and chattels for a debt in which Walter is alleged to be bound but for which he is not a pledge or chief debtor, and they detain the same to the plaintiffs' loss and against their charter. The defendants deny everything, and the case goes to a jury.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>10. Raymund de Nova Villa (and other merchants of Barcelona)</p> <p><i>v.</i></p> <p>Margaret, widow of Wm. Bernard of Dunwich.</p>	<p>T. 4 Edw. I (1276).</p>	<p>Bordeaux, London, Sandwich.</p>	<p>K.B. 27/24, m. 17d ; K.B. 27/25, m. 6d (<i>pp.</i> 14-18).</p>
<p>11. Jas. le Rey of Dixmude</p> <p><i>v.</i></p> <p>John of Redmere of Appleby.</p>	<p>T. 6 Edw. I to S. Martin's 12 Edw. I (1278-1284).</p>	<p>Lincoln, Chichester, Sherburne, Wickford, Acton Burnel, Shrewsbury, Dixmude.</p>	<p>Assize Roll No. 1238, m. 30-30d ; K.B. 27/79, m. 12-12d ; K.B. 27/80, m. 3 (<i>pp.</i> 18-27).</p>
<p>12. Wm. of Dunstable of Winchester</p> <p><i>v.</i></p> <p>Robert le Bal[ancer] of Winchester.</p>	<p>H. 6 Edw. I (1278).</p>	<p>Winchester, S. Omer.</p>	<p>Assize Roll 1240, m. 6d (<i>pp.</i> 28-30).</p>

Cause

The plaintiffs had freighted alum to Sandwich in Wm. Bernard's ship and thence by barges to London. William was drowned at sea and Margaret disposed of the alum, but the plaintiffs pursue and claim it. Margaret acknowledges taking the alum, but says it was William's, bought with his money and placed in his ship. The parties ask for inquiry to be made by merchants of Bordeaux. The King notifies the mayor, etc., of Bordeaux (*pp. 14-15*), specifying the terms of the inquiry, and further as to any evidence from registration of the freight in the city archives. The inquest (made according to the manner of that country) supports the claim of the merchants. The court awards the price and damages to them, and Margaret is in mercy; but as the court must know the value of the alum, inquiry is to be made before a commissioner and merchants in London. Meanwhile the plaintiffs must find security, and they could find this only in London where it is to be certified by a justice. Damages are then specified by the court.

A dispute between a Flemish and an English merchant as to debts arising from a contract of partnership, which had come into the County court at Lincoln in 1267 and thence before the commissioners appointed in 1274 to determine Anglo-Flemish debts, where the court, after a comparison of writing and seals, accepted the evidence of a release produced by the defendant (John) but denied by the plaintiff (James). The latter complains to the King, who, in 1278, orders the case to be examined for error by a justice of his court, assisted by local merchants, according to the law merchant. Here James asks for inquiry as to the authenticity of the above release, and merchants present depose that the collation of seals is contrary to the law merchant. John is required to account for his possession of the document, and information given to the court suggests malpractices. He reluctantly pays for a licence for a new agreement for the debt to be liquidated by periodical instalments; but from 1278 to 1280 nothing is done, through the negligence or collusion of the sheriff. Then the King calls for a record of the case, the defendant's sureties are called up and the sheriff is punished; but execution of judgment is still delayed, from 1280 to 1282, when the case is again brought before the King. Further steps are taken to enforce payment, and, in Nov. 1283, the arrears are paid into court by the defendant. A special inrolment of this case was made at Acton Burnel.

William bought 103 sacks of good-quality wool from Robert at two prices. The sarplers were opened, and 4 sacks of each price were examined and accepted as true samples of the rest. Subsequently the wool was brought to S. Omer for sale, except two sacks and a half stolen in Robert's custody. When the wool was opened at S. Omer 68 of the sacks were found not true to sample, but 'vile and useless': whereby William might have lost his life at the hands of the natives, and did lose the value of 100*l.*, which he claims. The King commands two justices to hold an inquiry by merchants of Winchester for 'swift and competent amends to be made thereof according to the law merchant.' The parties come before the justices, and William's plaint is made as above. Robert however protests that he was brought to the court by force instead of by the usual process. The justices say that every man is free in coming or going to the King's court. The sheriff reports that Robert had three days' notice, and the merchants present testify that such notice is sufficient according to the law merchant. Robert,

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>13. Gilbert of Ches- terton v. Philip of Stanbourne.</p>	<p>T. 9 Edw. I (1281).</p>	<p>Stamford.</p>	<p>Assize Roll 497, m. 65 (<i>pp.</i> 30- 32).</p>
<p>14. Philip the Spicer of Gloucester v. John of Loo and other merchants of Ypres.</p>	<p>M. 9 Edw. I (1281).</p>	<p>Boston, Southampton, Gloucester, Ypres, Bruges.</p>	<p>K.B.27/64,m.33d (<i>pp.</i> 32-33; cf. <i>p.</i> 148).</p>
<p>15. Hugh le Pape v. The Merchants of Florence in London.</p>	<p>July 1280-Nov. 1281.</p>	<p>London, Florence.</p>	<p>K.B.27/64,m.53- 53d (<i>pp.</i> 34-39).</p>

Cause

required to answer, refuses and departs in contempt of the court. The jurors make a long statement on oath, accepting the plaintiff's version and explaining that sales by sample were according to the custom of merchants and the law merchant.

Gilbert complains that the defendant took from his house in 1277 certain goods, valued at 40*l.*, against the peace. Philip says that when bailiff of the Earl of Warenne and steward of his fair court, in 1278, a merchant complained of Gilbert, who being attached made default. Whereupon, according to the law merchant, the fair court awarded that he should be distrained, and the goods so distrained were to be kept for a year and a day in Stamford Castle. Then the merchant came and demanded judgment against Gilbert, who failed to appear, and therefore the goods were sold by him, as steward, to satisfy the debt. Gilbert, however, demands judgment because of technical errors in Philip's plea. The court awards for Gilbert, and an inquest is ordered to ascertain the value of the goods detained.

The King, hearing that certain debts had been proved against merchants of Ypres other than the defendants in the fair court of Southampton, ordered the bailiffs there to arrest goods of merchants of Bruges and Ypres coming there. As the King now understands that these are not 'clear' debts, the case is adjourned here to satisfy justice. The defendants say that they ought not to answer and vouch to warranty a charter of the late King that no merchants of Ypres should be distrained for any debt for which they are not chief pledges or debtors. The hearing is adjourned for production of the original charter,¹ and when this has been heard the case is dismissed and the merchants are to have a writ to the bailiffs of Boston.

By a writ dated July 1280, reciting the King's fruitless intercession with the authorities of Florence on the plaintiff's behalf in respect of compensation for the destruction of his property during the contest of the Guelph and Ghibelline factions there, an inquiry was ordered at Michaelmas before commissioners in the church of S. Paul where information as to the circumstances was received from 24 Florentine merchants. This inquest confirms that the King had taken Hugh's property into his protection, and it estimates the extent of his losses. Three months later another assembly of Florentine merchants in S. Paul's agrees with the King's commissioners to appoint three Italian arbitrators, who award that the Florentine merchants in London should pay Hugh the agreed value of his property. Afterwards, in Michaelmas Term 1281, the record of this settlement is brought before the King's justices on a writ of error at the instance of the merchants, who say that by the custom of England they are not bound to answer in England for anything done in another kingdom. They also denounce the deed of arbitration with the approval of one of the two acting arbitrators, and they ask that the presence of only one of the two justices appointed to hear this plea may not be to their prejudice.

Thereupon the court awards that, by reason of these and other errors, judgment cannot be executed.

¹ See below, pp. 33, 148.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
16. Prior of Lewes v. Reyner the Clerk and other mer- chants of Florence.	E. 12 Edw. I (1284).	Lewes.	K.B. 27/83, m.5d (pp. 39-40).
17. John of S. John v. Isabella de Mortimer.	E. 12 Edw. I (1284).	Carnarvon, Sussex(Honour of Arundel).	K.B. 27/83, m. 5; K.B.27/84,m.2d (pp. 40-41).
18. Pcter Bonavel, merchant of Amiens v. Giles le Moyne of the same.	M. 14 Edw. I (1286).	Stamford, Amiens.	C.P.40/62,m.40d; C.P. 40/67, m. 70d(pp.42-43).
19. Walter, son of Paykyn of Great Dunmow v. Wm. Pollard and others of the same.	T. 16 Edw. I (1288).	[Dunmow.]	K.B. 27/112, m. 14d (pp. 44-45).

Cause

The sheriff having been ordered to levy and bring into court 400*l.* from the lands and chattels of the plaintiff to be rendered to the defendants, the prior's attorney asks that he may account with them. Leave being granted, he specifies certain payments made to the merchants as previously inrolled in court or now paid in by tally; the former being acknowledged by the defendants and the latter denied by them. Therefore the mayor of London and other merchants are to receive proof of the tallies according to the law merchant. The sheriff of Norfolk is ordered to account for certain moneys due to the parties at the Exchequer. Finally the prior remains clearly in debt towards the merchants in 21*l.* 9*s.* 8*d.* The sheriff is ordered to make up the aforesaid moneys and have them before the King wheresoever he may be.

Although it was enacted for the common usefulness of the realm that none should be distrained by plough oxen or sheep for a debt to the King or others, so long as they have goods whereby the debt could be reasonably levied (excepting beasts impounded by law and custom for doing damage), nevertheless the defendants took 1005 of the plaintiff's sheep and detained them in the park of Isabella until released by the King's bailiff, to his loss 20*l.*

The defendants avow taking the sheep in the several pasture of Isabella, where the plaintiff's stray sheep were wont to be imparked: also the taking of 400 sheep elsewhere. The plaintiff replies that it was on his very own soil, and both put themselves on the country. A jury to be summoned.

The sheriff is ordered to go with 4 knights to make a record of a plea in the Abbot of Peterboro's court at Stamford, where there is complaint of a false judgment, and to bring up the record under his seal, with 4 suitors present at the making of it. The following record is made and delivered to the justices:

A merchant of Amiens sues another for a debt of 55*l.* The other does not defend because the debt exceeds 40*s.* Peter asks judgment of Giles because he did not defend as merchants should; and because merchants who come and go and plead from day to day can answer without the King's writ, even though the claim exceed 40*s.* Giles cannot deny the chattels or their detention before the suitors and merchants specially assembled, and will make no further answer. The court awards recovery of the chattels and 40*s.* damages. Giles in mercy for wrongful detention. Afterwards the King's writ comes to perfect the judgment. The 4 men avow the record and depart in contempt. The sheriff brings them back, and they state that at Stamford it was usual for merchants to answer without writ though the sum exceed 40*s.* They are in mercy for their contempt.

Walter, who farms the lord's market, with Assize of Bread and Ale, complains that John Gylbecrake, baker, having been convicted in the market court, was being led to the pillory by Walter when the defendants rescued John by force, to Walter's loss and against the liberty of the market. The jury say that Walter deeming a loaf of John's baking short of weight required him to find pledges, which John refused, and therefore Walter tried to attach him by a hue and cry. The defendants coming to the hue and cry attached both parties in the county court. Afterwards the bailiffs found a defect in that loaf. The King's court awards that the defendants be committed to gaol and that Walter recover his damages. Afterwards William makes fine to the King.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>20. John the Spicer, merchant of Leo- minster v. Walter of Leicester, merchant of Chichester.</p>	<p>Ascension 16 Edw. I (1288).</p>	<p>Chichester, Ireland, Leominster.</p>	<p>Assize Roll No. 929, m. 20d (pp. 45-46).</p>
<p>21. Wm. de Camvill, merchant of Bristol v. Brian of the King- dom of Scotland and the bailiffs of Dublin.</p>	<p>M. 16 Edw. I (1288).</p>	<p>Dublin, Scotland, Bristol.</p>	<p>Coram Rege Roll No. 114, m. 54d (pp. 46-48).</p>
<p>21 (cont.). Wm. de Camvill v. Wm. of Beverley and Adam Unred, late bailiffs of Dublin.</p>	<p>E. 17 Edw. I (1289).</p>	<p>Dublin, Scotland.</p>	<p>K.B. 27/118, m. 40 (pp. 48-50).</p>
<p>21 (cont.). <i>Same.</i></p>	<p>M. 17 Edw. I (1289).</p>	<p>Westminster.</p>	<p>K.B. 27/121, m. 13d (p. 50).</p>

Cause

The plaintiff demands a reasonable account of the time in which he was receiver of the moneys invested in trading for their common profit. In particular John has handed Walter 44s. for this purpose, but Walter has refused, and still refuses, to account for the same, whereby John has loss 100s. Walter acknowledges the receipt of 44s., but says that he handed 100s. to John to trade with in Ireland, who spent the money without profit. Afterwards they accounted with one another before auditors who found that John had received more than his share. A jury finds that the parties have agreed on the terms that Walter should give John half a marc. Award—Walter to go without day ; John in mercy.

William having produced before the King the record of a plea before the bailiffs of Dublin, it evidently appears that after the pleadings and on the eve of taking the inquisition, Brian overnight escaped by stealth from the port of Dublin and returned to his own country in the ship which the bailiffs, through negligence, had insufficiently attached. Brian having nothing by which he could be attached, William has put himself before the King to prove his loss by the law merchant. The Justiciar of Ireland is ordered to attach the goods of the former bailiffs of Dublin up to 100*l.* that they should appear before him at Martinmas. The mayor and (present) bailiffs return that they can only attach 46 marcs within the liberty (though they might have found eight times that sum elsewhere). This is to be held by William giving security pending the award of the King's court. The late bailiffs to be attached by all goods or lands, etc., within or without the liberty for 100*l.*

The King, wishing to be more certainly informed as to the above plea in the mayor's court of Dublin, commands his justiciar to make a record of that plea and judgment in full court and to send the same to the King under his seal. The justiciar sends the record cited here. Adam only appears. William is told to count against Adam and complains in the same form as before, adding that he brought his ship to Loghfyn in Scotland on the eve of SS. Simon and Jude 2 Edw. I, and Brian came and attached the ship and cargo (value 28*l.*) and unjustly detains them, etc. (*p.* 49), loss 100*l.*; also that the bailiffs let Brian depart 'pro suo dando' . . . and this he is ready to prove according to the law merchant or as the court shall award.

Adam comes and says nothing ; and William demands judgment of Adam as without defence. It is ordered that the parties and the sum attached in the plaintiff's hands be before the King at Michaelmas.

The King informs his justices (of the English Bench) that the mayor and citizens of Dublin have lately represented that error or hardship complained of in pleas before the City Court ought to be corrected and emended before the council or justices, and this procedure has been customary there. That William de Camvill, complaining of error in a certain plea, has caused the same to be called out into England before the King unduly, contrary to the above liberties and to the loss of the citizens. The King therefore commands that if it be so, his justices here shall not intervene further in this plea until it be more fully evident that the King's ministers of Ireland have failed to show justice ; but they are to transmit the record, etc., to the Justiciar of Ireland that due and speedy justice according to the law and custom of those parts may be done.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>22. John Gervase of Northampton v. Robert of Peterboro' and others.</p>	<p>M. 19 Edw. I (1291).</p>	<p>Northampton.</p>	<p>C.P.40/91,m.218d (pp. 51-52).</p>
<p>23. The King's Attorney v. John, Earl of Richmond.</p>	<p>E. 19 Edw. I (1291).</p>	<p>Boston (Honour of Richmond).</p>	<p>E. 13/161, m. 7d (pp. 52-53).</p>
<p>24. Gettus Honesti, merchant of Lucca v. Pelegrin, son of Gerardin of Chartres.</p>	<p>M. 19 Edw. I (1291).</p>	<p>London, Ireland, Brabant.</p>	<p>E. 13/43, m. 48 (pp. 53-62 ; cf. pp. 148-150).</p>
<p>25. John, Bishop of Winchester v. Ric. de Aston, Sheriff of Hampshire, and his bailiffs.</p>	<p>H. 19 Edw. I (1291).</p>	<p>Southampton, Winchester.</p>	<p>E. 13/19, m. 51d (pp. 62-63).</p>

Cause

John complains that Robert and others on S. Andrew's Day 18 Edward I, and again on the same day of the 19th year, took certain goods from the house of John Gerneys in Northampton and retained the same unjustly by the King's precept, to John's loss. The defendants plead that as bailiffs of Northampton fair in those years for the King, who receives half the rent of all houses let there in fair-time, they distrained John for rent due for those two years, and they avow the taking and are ready to aver that this is according to the custom of the said town. John replies that the King is not seised of this rent since he can only take rent from foreign merchants. John is a merchant of that town and not alien born, and should not have been distrained. Issue joined hercon.

The King's attorney complains that whereas in all times past ulnagers were elected at S. Botulph's and other fairs by the merchants and presented to the Great Wardrobe clerks to be sworn, John, Earl of Richmond, by his officer, has impeded these ulnagers and appointed others, usurping the King's franchise herein. John defends that he found his liberty of the honour of Richmond seised of this custom, but he has not impeded the King or others from appointing. The Crown asks for judgment because John renounced the right previously claimed. John submits that he refers and defers to the King's prerogative. Judgment for the King because of the variance of John's claim, formerly made by him as appertaining to his liberty: and John in mercy for his wrongful occupation.

The Treasurer and Barons of the Exchequer receive the King's writ to make the defendant render his account as the receiver of the moneys of his master and as having had the care and administration of all his goods—namely, to the value of 50,000 mares from 1279 to 1291, for which period he has not rendered an account.

Pelegrin pleads that he is the partner of Gettus, and on this issue an inquisition is taken which finds that Pelegrin was the servant of Gettus. Auditors are appointed and accounts put in; but the court states that this matter can only be terminated by the law merchant, and as the idiom of these documents is unknown to the Barons, merchants are sent for to assist them. The merchants sworn in find that Pelegrin is bound to render his account, which he refuses to do and is committed to prison. Afterwards Pelegrin is mainprised, and the Barons are enjoined to confer with justices of the Bench. New auditors are appointed, but are unable to make an award. Whereupon it is agreed that arbitrators be appointed, and a form of arbitration is agreed on. The arbitrators deliver their award, and Pelegrin is found to be in arrears on his account for 407*l.* 8*s.* 4*d.*

Pelegrin, being convicted of this debt and unable to pay, is sent back to prison.

The bishop complains that whereas he and his predecessors by charters and confirmations of Kings of England have yearly held their fair of S. Giles, to last for 16 days, the aforesaid sheriff and others made proclamation that merchants then present might stay and carry on their merchandising for three days longer, contrary to the aforesaid liberty and confirmation. The sheriff answers that the bishop having a time limit cannot claim further, and an extension of time is to the profit of the King and people.

The court decides that although the bishop has suffered little loss as yet, he

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
26. Jas. Pylate (for Walter, Bishop of Coventry and Lichfield) v. William Cause of Lincoln.	Midsummer 27 Edw. I (1299).	Lincoln.	E. 13/22, m. 70d (<i>pp.</i> 63-65).
27. John le Dispenser v. Hasculph of Cleasby and others.	M. 28-29 Edw. I (1300).	Boston.	K.B. 27/162, m. 64d(<i>pp.</i> 65-68).
28. John son of Geoff- rey Lowys and wife v. Thomas son of Miles Lowys.	M. 31 Edw. I (1303).	Tipperary.	P.R.O. Dublin Justiciary Roll, 30-31 Edw. I (Transcript ¹) (<i>p.</i> 68).
29. Coppus Cotenni for the King's Treasurer v. Prioress and Con- vent of Arden.	S. Andrew 31 Edw. I (1303).	Cleveland, Thorp.	E. 13/26, m. 23 (<i>pp.</i> 69-71).
30. Gilbert of Chesterton v. Richard de Bern- yngeham.	T. 34 Edw. I (1306).	Lincoln.	K.B. 27/185, m. 55d(<i>pp.</i> 72-73).

¹ The original has been destroyed by fire with the other early Public Records of Ireland.

Cause

and his successors may incur a greater peril if this innovation becomes a custom, as merchants staying later might arrive later and so evade tolls, etc. Wherefore the fair must end on the 16th day.

An agreement was made in 1287 with the defendant by the plaintiff (and other merchants of Douai) for the sale of all the wool of the monastery of Welbeck from 1290 to 1296, 20 marcs being paid down as earnest money to be repaid in the last year. The plaintiff says that he only received the wool for three years and asks for repayment of the advance according to the agreement. The defendant pleads that the wool was delivered for four years, and in the remaining years it was ready, according to agreement, but the plaintiff did not come for it, so that it deteriorated, and he asks judgment whether he is bound to answer for the 20 marcs.

James replies that he could not have the wool in the fourth year because of the war and the sea being closed. Adjourned.

The plaintiff says that his goods were taken away by night against the peace. The defendants plead that it was by day and in peace, Hasculph being serjeant of the fair court which observes certain customs: so that if a merchant gives pledges to prosecute and the defendant does not defend, the bailiff retains his goods till the fair is ended and then satisfies the plaintiff's debt by valuation; such goods to be held by the plaintiff for a year, and the residue (if any) by the lord.

Here John was indebted to several merchants whose claims he had evaded, and Hasculph made delivery of his goods according to the above custom, but by day and peacefully. John denies the justification. Issue joined.

To compel performance of a written promise to pay 40*l.* to the plaintiff Alice on her marriage. The defendant pleads minority, and the plaintiffs reply that, according to the law merchant, as the son of a burgess, Thomas could bind himself after he was 14 years of age. Thomas objects that such contracts refer to the market-place and this does not. The court awards to Thomas.

The defendants failed to carry out an agreement to sell their wool crop to the Society of Friscobaldi for a certain period at a certain price, with prepayment of earnest money, to be deducted from the last payment. The plaintiffs say the wool was not delivered in the last year nor the earnest money repaid. The prioress answers that it was ready every year but was not called for, and so it lost value. Coppus replies that he came but found no wool, and asks judgment. Then there is agreement by leave on terms stated.

Gilbert had recovered a debt in Boston fair court before Richard against a Flemish merchant, but Richard has not proceeded to execution because he has exceeded his instructions in arresting goods of Flemish merchants in reprisal. The King has ordered Richard to execute the award made if it is just, but Richard refuses in contempt of the King and to Gilbert's loss.

The parties come at their day, but Richard must be more fully examined by

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
31. Walter le Keu and other mer- chants of Lincoln <i>v.</i> Geoffrey Drew, late Mayor of Lynn.	E. 35 Edw. I (1307).	Lynn. Lincoln, Brabant, Zeeland, Gerfelt.	K.B.27/188,m.48 (<i>pp.</i> 73-76).
32. The King (on be- half of merchants strangers of Lon- don) <i>v.</i> The Mayor and Sheriffs of London.	T. 35 Edw. I (1307).	London.	K.B. 27/189, m. 61d (cf. MS. Add. 37791, f. 6b) (<i>pp.</i> 76- 78).
33. John Pylate <i>v.</i> Reginald son of Sibyl.	H. 1 Edw. II (1307).	Boston.	C.P.40/169,m.46 (<i>p.</i> 78).
34. Erneric of the Friscobaldi <i>v.</i> Richard le Feytur.	T. 2 Edw. II (1309).	London, Boston.	E. 13/32, m. 65 (<i>pp.</i> 79-80).
35. Wynand Morant <i>v.</i> Andrew Papyng and partners.	M. 3 Edw. II (1310).	Beverley, Kingston on- Hull, Utrecht, Groningen.	K.B.27/198, m.2 (<i>pp.</i> 81-83).

Cause

the court. He appears again, but Gilbert does not come and is in mercy. Richard is dismissed, but is to await further instruction as to merchandise arrested by him.

Alleged neglect by the defendant, as Mayor of Lynn, to execute the King's writ for arresting goods of merchants of Hainault in reprisal for the spoil of a wool ship freighted by merchants of Lincoln to Zeeland owing to an alleged conspiracy of Geoffrey with Hainault merchants bound for Lynn to take a part share in their goods (by payment of an earnest penny) to save them from arrest—in contempt of the King and to the plaintiffs' loss.

Geoffrey denies collusion, and a jury is summoned.

The defendants having failed to carry out the provisions of the recent ordinance (*Carta Mercatoria* 1303) for goods on sale by foreign merchants to be weighed with an even balance, on the ground that the new method of weighing is contrary to the ancient liberties and customs of the city, the King repeated his injunction, and the mayor, etc., appear before him to answer for their disobedience. The merchants proffer their recent charter, and because the defendants say nothing nor show anything to the contrary, they are told to observe the same ordinance in future.

For a reasonable account to be rendered by the defendant to the plaintiff of moneys received by him for their common benefit according to the law merchant; in particular as to a sum of 40*l.* 16*s.* 1*d.* for which the defendant has not yet rendered an account and refuses to do so. Damages claimed 20*l.* The defendant denies receipt of any money on these terms. Issue joined hereon.

To recover 55*l.* for cloths bought at Boston fair by bond payable to the Society or 'to the bearer of this letter' (24 Dec. 1304). The defendant acknowledges his deed, but pleads duress (of prison) and asks for inquiry. The plaintiffs deny duress, and a jury (half Lombard merchants and half Boston men) is summoned according to a privilege claimed by the plaintiffs under a charter of Edward I. The defendant, being released on bail, fails to appear. The inquisition finds that the above deed was made of the defendant's free will and out of prison.

Record of proceedings in the Chancery touching a debt owed by a foreign to an English merchant. Plaintiff having petitioned for help to recover debts owed by merchants of Groningen, and the Bishop of Utrecht not having responded to the King of England's letters or to the plaintiff's personal appeals for justice and redress, the King has ordered the sheriff of Yorkshire to arrest the goods of merchants of Groningen in his bailiwick and to notify the King accordingly.

The sheriff returns that he has arrested goods from Groningen at Ravenspur and Hull; but the merchants who own them appear in the Chancery and state that the King of Almain is lord of that town, and not the Bishop of Utrecht, who therefore could not do justice in this matter. The plaintiff replies that the bishop has temporal jurisdiction there, and both parties ask that it be inquired. Meanwhile the goods arrested are restored to the foreign merchants on finding mainprise. Then an inquest of 24 Almain and other foreign merchants is taken,

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>36. John Walran and other merchants of Brabant v. Clement of Melton, late bailiff of Stamford (fair).</p>	H. 6 Edw. II (1313).	Stamford.	K.B.27/211,m.54 (pp. 83-85).
<p>37. Simon Dederit of Guisnes and factor v. Abbot of Ramsey and Andrew the Monk, his bailiff.</p>	T. 8 Edw. II (1315).	S. Ive's.	K.B. 27/221, m. 93d (pp.86-88).
<p>38. Peter Blanchon and another merchant of Padua v. Men of Sheppey (unknown).</p>	T. 10 Edw. II (1317).	Sandwich.	K.B. 27/229, m. 100d (pp. 88-89).
<p>39. Merchants of Brabant v. Abbot of Westminster and Thomas Seman, bailiff of Westminster fair.</p>	H. 14 Edw. II (1321) to T. 18 Edw. II (1325).	Westminster.	E. 13/43, m. 15 (pp. 90-93; cf. pp. 151-154).

Cause

who say that the King of Almain is lord of that town and not the said bishop. The plaintiff admits that he has no proof in writing of the debt, and the record is remitted to the Chancery where it was begun, and those merchants are to sue there to recover their goods which were arrested.

Exemption of merchants of Brabant from distraint for debts of which they are not principal debtors nor sureties having been granted by charter of Edward I, the merchants here complain that Clement as bailiff of Stamford distrained them by their cloths and other goods, which he still detains contrary to the above concession, in contempt of the King and to the plaintiffs' loss.

Clement answers that he was not then bailiff of the fair of Stamford nor did he distrain those merchants; but afterwards, not being paid for a debt made at Boston, he distrained on his debtor who was convicted at Stamford fair; but this was not contrary to the above charter.

The plaintiffs reply that Clement was indeed bailiff of Stamford fair and distrained those merchants in his own cause. Both parties ask that it may be inquired.

Simon sent merchandise worth 40*l.* to the fair in charge of Eustace, his servant, and Andrew the abbot's bailiff attached these for a debt claimed from Eustace by William of London, though Eustace had no property in those goods. Afterwards the King ordered that if this was shown to be so, those merchandises should be delivered to Simon; but in spite of this order they were appraised and delivered to William of London. Simon comes before the King and complains as above, reciting the King's writ. The abbot denies the trespass and contempt, etc. Issue is joined, and a jury is to be summoned. Andrew pleads that Eustace was attached to answer by goods found in his possession. Simon did not claim these during the fair, and so he delivered them, according to the law merchant. Simon replies that the law merchant requires goods so attached to be kept until the next fair before they are delivered in execution. Andrew rejoins that such goods must be claimed during the fair and must be delivered at the close of the fair. Both parties are ready to aver by merchants, and panels from London, Lincoln, Winchester, and Northampton are to be returned.

The petitioners shipped goods at Sandwich for London, but their ship was wrecked near Sheppey. The mariners reached land, and therefore no 'wreck' could be claimed; but their goods were found by inquisition in the hands of men of Sheppey, and the sheriff has not caused restitution to be made as commanded. He is again commanded to recover the goods so spoiled by inquisition, etc., and restore them to the merchants so far as they can establish their claim by the law merchant, etc. Any persons resisting to be arrested and brought before the King. The sheriff makes an insufficient return and is again enjoined.

The plaintiffs say that their goods, value 500*l.*, have been arrested by Thomas at the suit of John Prior for a debt owed by the Duke of Brabant, of which they are not pledges, etc. Thomas pleads the King's writ for having executed judgment for John. After many delays the plea is heard (17 Edw. II), when Thomas pleads a release by the merchants which they pronounce a forgery. The parties and witnesses to the alleged release cannot be produced, and the merchants demand judgment against Thomas as undefended; but as Thomas is found to

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
40. Thomas Mustard v. Richard of Elles- feld, Constable of Bordeaux.	14 Edw. II (1321).	London, Bordeaux, Bristol, Waterford.	E. 13/43, m. 21 (pp. 93-96).
41. Peter Martin of Piacenza and partner v. Richard Stodel and others (of Bristol).	T. 18 Edw. II (1325).	Bristol, Dartmouth.	K.B. 27/261, m. 18 (<i>Rex</i>) (pp. 96-102 ; cf. pp. 155-156).
42. John de Cranston of Taunton v. John de Combe, bailiff of Wells.	Monday before S. Gregory 18 Edw. III (1344).	Wells (Som.).	Assize Roll 771, m. 4d (pp. 102- 103).

Cause

have no means of paying damages, the merchants ask that the abbot be held responsible. The abbot is summoned, but procures an adjournment, and then produces the King's writ in support of his pleading that, by the law and custom of England, no man is bound to answer for the personal act of another. In spite of the protest of the merchants that the abbot is the real defendant he is dismissed from the suit, and the merchants are left in mercy for their false claim.

Proceedings taken by the plaintiff to recover his goods and money found in the possession of his servant Walter atte Strode, who died intestate at Bordeaux, and scheduled as escheated to the King and Duke, unless claimed within a year and day, according to the custom of Bordeaux. Thomas, as the real owner of Walter's goods and money, has obtained and put in a copy of the official inventory of property found at Walter's lodgings, a letter from the mayor, etc., of Waterford to the authorities at Bordeaux, and an inquest taken at Bordeaux with depositions of witnesses identifying Thomas, his servant and goods. Whereupon Thomas, before the King's court, sues the constable for restitution of his goods and money. Richard does not deny the proofs or receipt of the proceeds of the intestate's goods, but objects that as these are now rendered to the King and certified by the Duchy controller, he is not bound to answer except to an heir or executor. Thomas replies, pointing out that he has complied with the established custom; and the court awards that Thomas recover the value appraised and that Richard be exonerated; who gives an official bond to make repayment by instalments out of the King's revenues of Bordeaux.

Spoil of ship, and inquisition thereof, for recovery of spoils, by mariners and merchants.

Plaintiffs in their ship *S. Dominic*, freighted with wine from Bordeaux to Flanders, was spoiled by the defendants, who were discovered and indicted by an inquest of mariners taken at Dartmouth by the King's admiral, who reports that the spoil and spoilers would be found at Bristol. The sheriff, ordered to make personal inquiry, did little, and the mayor was ordered to inquire and report by the King, to whom the spoiled merchants had appealed for justice.

The mayor returns the process and record of the plea held before him in the Bristol court according to the law merchant. A jury of merchants and mariners finds that Stodel's ship was used without his consent. He is discharged, but the spoil had been shared and those indicted could not be found or had no property. They are to be arrested and imprisoned and brought before the King at Michaelmas.

The plaintiff proffers his bill against the defendant, alleging that though as bailiff of that fair he ought to hold pleas only between Prime and Vespers, yet on a certain date he held a certain plea brought against the plaintiff after sunset, and caused him to be exacted and delivered his goods, valued at 30*l.*, and more, to the other side, by virtue of an award. The jury finds that the defendant did none of these things, and therefore the plaintiff is to take nothing by his false claim and the defendant to go freely.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
43. John le Despenser <i>v.</i> Thomas Goditon, bailiff of Newport, and his sub- bailiffs.	H. 35 Edw. III (1361).	Southampton, Newport and Carisbrooke, Isle of Wight.	K.B. 27/402, m.83d (<i>pp.</i> 103- 106).
44. Simon Swan and John Brandesby <i>v.</i> John Bolton, mer- chant of York.	E. 23 Hen. VI (1445).	York, London, Calais.	E. 13/143, m. 40- 42d (<i>pp.</i> 106- 109 ; cf. <i>pp.</i> 156-159).
45. The King (on the information of Peter Weston) <i>v.</i> The Officers of the Abbot of West- minster's Court of Pie Poudre there.	M. 33 Hen. VI (1455).	London, Westminster.	C.P. 40/775, m.408 (<i>pp.</i> 109- 113).
46. Simon Nore(y) <i>v.</i> John Cobbe.	M. 1 Edw. IV (1461).	Canterbury, Westminster.	K.B. 27/802 (<i>pp.</i> 113-122 ; cf. <i>pp.</i> 159-162).

Cause

The plaintiff complains that the defendants forcibly seized his horses with other enormities and claims damages 100*l*. The defendants answer that whereas Isabella de Coucy is lady of that town and market, wherein pleas of Pie Poudre are held, and whereas the plaintiff was complained of in that court, his horses were attached for that cause. The plaintiff replies that only those who cannot be justiced by the common law, such as merchants strangers, and forinsec tenants, are within the cognizance of that court and not intrinsic tenants like himself, who holds a messuage and 2 carucates of the manor of Carisbrooke, of which Newport is a parcel. The defendants rejoin that they hold the market of Newport at fee-farm from the Lady Isabella, and they have always justiced both intrinsic and forinsec tenants. The plaintiff takes exception to the defendants' answers as varying in the justification. At Hilary, before the King, they say as before, and the hearing is adjourned.

The plaintiffs, who are the defendant's servants and factors, have been sued by their master for arrears of their account amounting to 489*l*. 6*s*. 6*d*., charged by the merchant's auditors, and seek relief by asking for an independent audit; and they are mainprised for that purpose under the Statute of Westm. II, c. 11. From York the plea and the prisoners are removed to London; accounts are put in, new auditors are appointed by the Barons, and the plaintiffs having been bailed from the Fleet prison appear before the Barons, whose new auditors consider their schedule of objections to the audit at York. The case is adjourned, but appears next in a demand by the master for payment of 22*l*., being apparently the balance of arrears finally owing to him on this account.¹

Contempt committed by a Fair Court impeding the litigation of merchants in the court of the Bench (Common Pleas).

Peter Weston, Esquire, merchant, was complained of by the Abbot of Westminster in his Pie Poudre court there for non-payment of a debt of 100*l*., for which he was arrested and committed to the abbot's prison and was thus prevented from appearing to answer in another plea of debt brought against him in the court of the Bench by another creditor. The cause of this non-appearance is regarded by the justices as a contempt, and the record of the case before the Fair Court is sent for. The court, having examined the abbot's bailiff as to his return to the King's writ, awards that Peter is exonerated as to contempt and that the Fair Court judgment against him shall be annulled.

Trespass and debt.² Removed by writ of error from the Pie Poudre court of Canterbury into the King's Bench.

The proceedings in the City Court of Pie Poudre begin with the plaint against the defendant at 10 A.M. on 15 July 1448, when order is given for the defendant to be attached to answer on 17 July at 9 A.M. He does not appear, and having

¹ The interest of this case lies in the statement of account (pp. 156-159, and Introduction, p. xxxvii).

² The defendant's version of this case is given in his petition (pp. 159-162), where some comment on the case is made. The process in the local court and also in the King's Court recorded here is purely conventional, and the defendant, having no remedy at common law, appealed to the Chancery and to the King in Council.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
47. Sir Ric. Beauchamp v. Nich. Hart and John Chauntrell, bailiffs of Gloucester.	E. 12 Edw. IV (1473).	Gloucester.	E. 13/158, m. 10-10d (<i>pp.</i> 122-126).
48. Simon Cowper v. Henry Toly.	E. 15 Hen. VIII to T. 25 Hen. VIII (1525-1534).	Ipswich, London, Bordeaux, Spain, Southampton.	E. 13/201, mm. 8-11d (<i>pp.</i> 126-131; cf. <i>pp.</i> 163-168).

Cause

no goods, etc., within the liberty that can be attached, his body is taken and brought before the court (20 July). Here the plaintiff complains that on 5 Aug. 1445 the defendant by force and arms carried away his goods (as specified) against the peace, to his loss 500*l*. The defendant appoints an attorney. Issue is joined and a jury summoned for 31 July.¹ The King's writ comes for the process and record to be sent before him at Michaelmas; nothing further to be done in the court of Pie Poudre meanwhile.

Afterwards, on 19 May 1450, a writ of *procedendo* in this cause was received, and a jury was summoned for 20 May, when the defendant makes default. The hearing is adjourned till Wednesday, 21 May, when in the continued absence of the defendant the jury find for the plaintiff with 413*l*. 3*s*. 4*d*. damages and 30*l*. expenses and costs.

On 30 May following, the writ of *certiorari* (printed above) was issued and Nory surrendered himself to the King's Marshal and was subsequently bailed, a writ being issued to Cobbe to appear to hear the record and process.

At Easter Nory submits specific instances of error in the proceedings, but he fails to appear, and in his absence the court awards that the plaintiff recover his debt, and therefore the court gives the plaintiff execution of its judgment; but afterwards, in the 5th year of Edw. IV, the record and subsidiary documents are sent to the King to be inrolled with the proceedings in Parliament in this case.

The plaintiff seeks to recover the sum of 505*l*. from the defendants on the grounds that the court of Pie Poudre in Gloucester has a customary procedure which requires that the bailiffs, being responsible for the safe custody of debtors attached, are also responsible for the levying of any moneys recovered by award of the court. Now on a certain date the present plaintiff brought a plaint against a defendant, who found pledges to appear and answer, but came not, nor had he any goods by which he could be summoned; and so his body was taken by the serjeant and brought before the bailiffs, when the plaintiff showed that he refused to pay the said debt of 505*l*. Thereupon the defendant asked leave to imparl and then found mainprise; but he came not at his day, and so the court awarded that the plaintiff recover his debt with costs. But as no precautions were taken for the debtor's custody or sufficient mainprise the debt remains unpaid; and although the plaintiff has requested the late bailiffs (now defendants) to pay the same they have refused, and still refuse, to make good. The defendants ask to hear the bill and it is read. They say that they are not yet advised to answer, and ask a day to plead, which is given to the parties.

By virtue of the King's writ of *ex parte talis* the bailiffs of Ipswich release the plaintiff (the defendant's servant who has been in gaol for failing to satisfy his auditors) on the statutory security, to enable him to surrender to the Exchequer marshal with a view to bringing his grievances before the Court of Exchequer, where new auditors and a day are given to the parties. Thereupon Simon objects that his master's auditors have not prepared the account in due form, have charged

¹ The petition of Simon Nory gives the sequence of the process with further details, and asserts that these proceedings were the result of a conspiracy between the plaintiff and his own attorney during his absence abroad.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
<p>49. William, Arch- bishop of Canter- bury v. John Wyngar, Mayor (and the Sheriffs) of London.</p>	—	—	<p>Chanc. Misc. Bdle. 68, File 18, No. 595 (pp. 131-134).</p>
<p>50. John Griffith v. Peter Paunton.</p>	16 Dec. 15 Hen. VIII.	Bristol.	<p>Chanc. Misc. Bdle. 59, File 6, No. 250 (pp. 134-137).</p>
<p>51. Baker v. Lambert and Grello v. Lambert.</p>	[T. 4 Hen. VIII.]	London, Flanders.	<p>Early Chanc. Proc. 282/2 and 315/3 (pp. 138- 141).</p>
<p>52. Du Perch v. Phillipps.</p>	T. 5 Chas. I.	Whitehall, Southwark.	<p>Palace 6/2 (pp. 142-147)</p>

Cause

him with sums not received by him, and have not allowed certain expenses or reasonable disbursements according to the customary practice. He mentions items in proof amounting to 311*l.* 17*s.* 6*d.* Henry can aver that full allowance was made, which Simon denies, and issue is joined hereon. The further hearing is adjourned, by default of auditors or jurors, till E. 19 Hen. VIII and thence till T. 25 Hen. VIII.

In reply to the King's writ of *certiorari*, with reference to the plea in the City of London Court, between John Wyngar and others *v.* Wm. Bromwell and other citizens of London, to recover certain moneys due to the estate of the late Wm. Lynne, intestate, and attached according to the custom of the City in pursuance of a plea of debt upon demand of 200*l.* against the Archbishop as administrator of the estate of the deceased, the defendants protest that all pleas begun in the City courts ought to be terminated there unless foreign matter is pleaded, and if error be alleged therein it has always been recorded orally (*cf.* below, App. X (c)) ; but they certify the King as to the above suit in their court in which Bromwell and another made default and the third defendant performed his law and was acquitted. The defendants are prepared to produce the record and process of this plea in the Chancery, as they have been enjoined.

In answer to a writ of *certiorari* the mayor, aldermen and sheriffs of Bristol certify that the defendant was committed for non-payment of a debt of 10*l.* (proved by a tally called 'a score' according to the custom of that town) with 5*s.* costs.

The servant and factor of a London merchant complains that his master by craft and coercion took possession of his accounts and caused him to be committed to the Poultry on a bond. Being unable to obtain sureties and an audit being refused, the petitioner is likely to remain in prison unless he can have writs of *sub pena* and of *corpus cum causa*.

A foreign agent has had dealings with Lambert through Baker, and is owed 164*l.* 15*s.* 4*d.* (Flemish) on a bill which is repudiated by Lambert. As the contract was made and the money payable beyond the sea, the petitioner has no remedy without a writ of *sub pena*.

In his answer Lambert says that Baker exceeded his instructions and had no authority to pledge his credit. He has received no consideration and cannot lawfully be sued. Grello replies that the answer is 'crafty, colourable and untrue,' and both are ready to prove as the court may award.

The plaintiff sues the defendant, a pensioner of the Queen's Household, for debt on a bill for 400*l.* of Tours (40*l.*) and a further sum of 12*l.* for wearing apparel. The plaintiff says that neither of them was nor yet is of the Household.

The parties come by their attorneys, when James says the bill is not his deed, nor did he incur the debt of 12*l.*, and issue is joined. The jury find that the bill is James's deed and that he owes the further 12*l.* The court awards the debt to John, James to be imprisoned for denying his own deed. A year later the record, etc., is brought before the King on a writ of error, when James alleges these errors : (1) that the record proves that neither party was of the Household and the 'Statute' of 1297 forbade the Steward to hold pleas except between such persons ; (2) that judgment was rendered in an erroneous formula.

APPENDIX OF

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
Philip the Spicer of Gloucester <i>v.</i> Merchants of Bruges and Ypres.	23 Dec. 1261 (produced in court All Souls 1281).	Paris, London, Ypres, Boston.	K.B. 27/64, m. 33d (<i>p.</i> 142 ; <i>cf.</i> <i>p.</i> 33).
Gettus Honesti <i>v.</i> Pelegrin [son of] Gerardin of Chartres.	1279-1292.	London, Brabant, Lucca, Ireland.	E. 13/17, m. 48 (<i>pp.</i> 148-150 ; <i>cf.</i> <i>pp.</i> 53-62).
Merchants of Brabant <i>v.</i> Abbot of Westm. and his bailiff.	1321-1325.	Westm., York, Bridgenorth.	E. 13/43, m. 15 (<i>pp.</i> 151-154 ; <i>cf.</i> <i>pp.</i> 90-93).
Thomas Mustard <i>v.</i> Ric. of Ellesfeld, Constable of Bordeaux.	1319-1320.	Ireland, Bristol, Bordeaux.	E. 13/43, m. 21 (<i>pp.</i> 150-151 ; <i>cf.</i> <i>pp.</i> 93-96).
Peter Martin and Martin John <i>v.</i> Richard Stodel and others of Bristol.	Lent 18 Edw. II (1325).	Dartmouth, Bristol, Audierne.	Chanc. Misc. Inq. 59/27 ; <i>cf.</i> Coram Rege Roll 261, m. 18 (<i>Rex</i>) (<i>pp.</i> 155-156 ; <i>cf.</i> <i>pp.</i> 96-102).
John Brandesby and Simon Swan (factors of) <i>v.</i> John Bolton, merchant of York (their master).	May 1443-Jan. 1445.	York, Calais, Dunkirk, Flanders, London.	E. 13/143, mm. 41-42 (<i>pp.</i> 156-159 ; <i>cf.</i> <i>pp.</i> 106-109).
Simon Nory (merchant of Florence) <i>v.</i> John Cobbe (merchant of Canterbury).	E. 5 Edw. IV (1465).	London, Canterbury, Florence.	K.B. 27/816, m. 35 (<i>pp.</i> 159-162 ; <i>cf.</i> <i>pp.</i> 113-122).

RELATED DOCUMENTS.

<i>Cause</i>
<p>Summary of the charter granted to merchants of Ypres by Henry III and confirmed by Edward I for immunity from distraint as pledges of the debts of others, produced and allowed by the court in this case.</p>
<p>Award made upon the audit of the account between the plaintiff and defendant for this period.</p>
<p>Process in action to recover cloths attached in the abbot's fair by his bailiff, with an alleged release by the plaintiffs and the King's writs, first making the abbot a party to the case and then dismissing him from it.</p>
<p>Office copy of the notarial record of proceedings connected with the registration of the estate of an intestate Anglo-Irish merchant at Bordeaux.</p>
<p>Report to the Chancellor by the admiral concerned as to the spoil of a Flemish ship by a Bristol privateer, inclosing inquisition of mariners thereon taken at Dartmouth.</p>
<p>Articles of complaint proffered by the plaintiffs upon the audit of their trade account by the defendant's auditors.</p>
<p>The King's writ inclosing for the information of his Chief Justice the plaintiff's petition to the King and Council in Parliament alleging deceitful practices by the defendant to impede the course of justice in the case of Cobbe v. Nory in the Pie Poudre Court of Canterbury.</p>

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
Simon Cowper (factor of) v. Hen. Toly (mer- chant of Ipswich and London).	1520-1522.	Ipswich, London, Bordeaux, Spain, Southampton.	E. 13/201, m. 8 (<i>pp.</i> 126-131; cf. <i>pp.</i> 163-168).

APPENDIX OF

Selections from con- temporary writ books.	13-14 c.	York, Newcastle, Kent, Warwickshire.	MS. Lansd. 564, f. 35 sq. ; MS. Harl. 493B, f. 292 sq. (<i>pp.</i> <i>lxxvii-lxxxix</i>).
'Bandon <i>v.</i> Anon.' <i>otherwise</i> Compton <i>v.</i> Anon. <i>otherwise</i> Com[b]erton <i>v.</i> Com- [b]erton.	c. 2-10 Edw. II (1309-1317).	Canterbury, Cambridge, York, Derby.	MS. Harg. 210, f. 213b; MS. Add. 35116, f. 238b; MS. Harl. 493B, f. 201 (<i>pp.</i> <i>lxxxix-lxxxv</i>).
A Tally as Voucher of a Debt.	<i>Temp.</i> Edw. I.	—	MS. Harl. 493B, f.136 (<i>p.</i> <i>lxxxv</i>).
A judicial definition of the Law Mer- chant in 1473.	The same.	Westminster.	Year Book 13 Edw. IV, E. f. 9, pl. 5 (<i>pp.</i> <i>lxxxv-lxxxvi</i>).
[Sir J. Perer, Burgess of Rouen v. Randulf of Orford.]	c. 1243.	Pevensey, Marrick.	K.B. 26/125, m. 12A (<i>pp.</i> <i>lxxxvi-lxxxvii</i>).
Abbot of Ramsey v. The King's Bailiffs at S. Ive's.	Ascension 36 Hen. III (c. 1252).	S. Ive's, Huntingdon.	K.B.26/146,m.10 (<i>pp.</i> <i>lxxxvii-</i> <i>lxxxix</i>).

Cause

Account of the plaintiff's trading operations in Spain for his master as revised by the latter's auditors, and again revised by the plaintiff for the information of the Exchequer auditors.

UNRELATED DOCUMENTS.

Formulas of writs dealing with Account, Debt, Deception, Distraint, Recovery of Documents, Spoil of Shipping, Trespass with force and arms against merchants.

Report of a case removed from a county court to the Bench at York and thence to the Eyre, where the plaintiff in a plea of debt proffers a tally, proved by witnesses of the contract, according to the law merchant, and the court requires the defendant to defend this proof instead of waging his law, or to receive judgment as undefended.

Counsel for the plaintiff in a plea of debt proffers a tally which the other side reject and proffer their law, whereupon a bond is proffered for the plaintiff. The justice reproves the latter for an act of folly.

An alien merchant has sought relief, apparently, from some statutory penalty, and the Chancellor before the Council in Star Chamber propounds the following view : that aliens being under the King's protection, and merchants generally, are not concerned so much with the law of the land or with Statute law as with the law of nature, known as the law merchant, which prevails throughout the world.

Inventory of the cargo of a ship of Pevensey taken as prize, and valued by the merchants on oath or by averment with their legal words.

Statements in the case as to the rights claimed respectively for the Crown by virtue of its prerogative and the abbot under royal charters, representing the deadlock reached in 1257 when the abbot fined for fuller privileges.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
Ralph of Driby (lord of manor of B.) <i>v.</i> Rob. of Oakthorpe (bailiff).	S. Mark 32 Edw. I -Aug. 33 Edw. I (1304-1305).	Baston (Lincs.).	C.P. 40/171/15 (<i>p. xc</i>).
Adam the Clerk of Lynn <i>v.</i> Merchants of the Hanse of Almaines of London.	13 Edw. II (1320).	London, Lynn, Yarmouth, Boston, Aberdeen, Stralsund, Lubeck.	K.B.27/241,m.64 (<i>pp. xci-xcii</i>).
Merchants of Spain, etc. <i>v.</i> Will. de Saut and others.	E. 21 Edw. II (1293).	Portsmouth, Spain, Bayonne, Flanders, Brittany.	Chanc. Misc. 15/1/16 (<i>pp.</i> <i>xciii-xciv</i>).
Hen. Pilk (merchant) <i>v.</i> Jurdan Venere (master mariner).	23 Edw. III (1350).	Bristol.	Chanc. Misc. 59/2/48 (1) (5) (<i>pp. xcv-xcvi</i>).
Abbot of Cirencester <i>v.</i> Men of Cirencester.	H. 1 Hen. V (1413).	Cirencester, Minty.	Chanc. Misc. Bdle. 59/i/29 ; K.B. 27/611, m. 30 (<i>pp.</i> <i>xcvi-c</i>).

Cause

The defendant was summoned by the plaintiff to render his account as bailiff of this manor, having administration of all goods therein. Though often required to render his account he has refused, and still refuses, to his lord's damage. Robert pleads that he had not full control, but only supervised the reeve who received the profits and had the emoluments of office. The plaintiff replies that the defendant was his stipendiary. Adjourned.

The plaintiff freighted merchandise to Perth for commerce and by contract for the garrison. His ship was taken by men of Lubeck, etc., and spoiled at Aberdeen. Failing restitution, reprisals were ordered and effected at Boston, etc., and particulars reported to the King. The owners petition in the Chancery claiming the privilege of the London Hanse, which the plaintiff disputes. The plea is heard before the justices and a mixed jury of foreign merchants, who declare that the defendants are of the Hanse. Their goods are to be released.

Hostilities having been proclaimed in Spain against citizens of Bayonne, followed by much loss of life and property on both sides, Bayonnese allies of England operating from Portsmouth take and spoil the plaintiffs' ship and goods worth 3000*l*. The case is heard before auditors appointed by the Council, before whom the defendants say that their prize had been fitted out in Brittany and the goods transhipped for Flanders in an English bottom and that they were taken by the King's allies from his enemies. The court awards good prize, but the case was only partly heard, and was reopened some years later.

The plaintiff's servant was robbed at sea by two of the defendant's servants, and the plaintiff sought to recover in the Bristol Tolsey Court, asserting that all masters of ships are liable for trespasses by their servants. The defendant pleads that ships' masters are only liable when they have accepted cargo under a bond. The case is heard before merchants and mariners, and the plaintiff is awarded full damages.

By royal charter granted in 1404 the townsmen had received exceptional privileges in respect of their gild merchant at the expense of their lord the abbot, who procured, at the end of this reign and beginning of the next, a writ of *Scire facias* to the sheriff reciting the unconstitutional features of their recent charter and ordering them to appear before the King in his Chancery to show cause why their recent charter should not be revoked and annulled. The abbot points out the objectionable passages in the charter, which are, he insists, derogatory to his own charters. In reply the defendants state the particular privileges deliberately conferred on them in connexion with their gild merchant and deprecate the revocation of their recent charter. The King's court considers the coextensive privileges of the gild to be derogatory to the abbot's own charters, and therefore they must award that the charter be revoked and annulled.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
¹ John Wallop <i>v.</i> Wm. Horne of New Sarum and the Bailiffs of Win- chester.	M. 12 Edw. IV (1472).	Winchester, Westminster.	E. 13/158, m. 47 (<i>pp. c-ci</i>).
John Prycard <i>v.</i> John ap Jevan and the Mayor of Hereford.	H. 12 Edw. IV (1472).	Hereford, Westminster.	E. 13/158, m. 78 sq. (<i>p. cii</i>).
Sir T. More <i>v.</i> Wm. Waller.	1532.	Southborough (Kent).	E. 13/201, m. 6 (<i>pp. cii-ciii</i>).
Hen. Brayne (mer- chant tailor) <i>v.</i> Edw. Molyneux clerk, rector of Siston.	(1537).	Siston (Lancs.), London.	<i>Ibid.</i> m. 7 (<i>p.</i> <i>cvi</i>).
Abbot of Cirencester <i>v.</i> Men of the same.	13 Edw. III (1339-40).	Cirencester, Westminster.	Chanc. Misc. 59/1/3 (<i>pp.</i> <i>ciii-civ</i>).
Hakeluyt <i>v.</i> Tyrel.	27 Edw. III (1354).	Hereford.	<i>Ibid.</i> 61/4/195 (<i>p. civ</i>).
Wm. Pikeryng <i>v.</i> Roger Tonge.	c. 1513.	London.	Chanc. Proc. (Early) C. i/1/62-3 (<i>pp.</i> <i>civ-cv</i>).
Lynton <i>v.</i> Anon.	—	London, Newcastle.	<i>Ibid.</i> 336/12, <i>Ibid.</i> 336/13, <i>Ibid.</i> 330/26 (<i>p. cv</i>).

¹ The cases summarized on pp. lxxv and lxxvi from Appendices V and IX-XII, though not specifying law merchant procedure, have (like cases 45-52) been included in this volume to indicate the procedure increasingly available in mercantile suits to supplement the limitations of the Common Law, not yet fortified by *Assumpsit*.

Cause

The plaintiff proceeded against a debtor according to the custom of the city in the court of Pie Poudre and attached him to answer, but owing to the negligence of the bailiffs he fails to surrender. The plaintiff complains of them on rendering their account at the Exchequer, and after hearing, the Barons award that the plaintiff recover his debt with damages and costs from the bailiffs.

The plaintiff here complains of the mayor on his account rendered at the Exchequer for like negligence in attaching a debtor. The Barons again award for the plaintiff to recover his debt with costs and expenses.

The defendant being elected bailiff of plaintiff's manor refused to act and so prevented the profits of the manor being realized. The plaintiff prays for relief.

The plaintiff bought from defendant cloth, etc., 7 years ago and has refused payment. Award for the plaintiff (who is the King's farmer and debtor) with costs and expenses.

The bailiffs of the Abbot of Cirencester's court having failed to do justice to a tenant claiming to hold by custom and not by common law, the King ordered the sheriff to go with 4 knights and take the record of that plea, which was inquired in the Eyre afterwards and now is to be certified into the Chancery; whence it is remitted to the King's Bench, where a jury finds for the claimant by custom and the case is sent back to the lord's court.

A canon of Hereford employed a knight's son as his factor, who refused to render his account for 6 years past. The plea comes up to the Bench (presumably from the City Court), where it is adjourned. It is then certified to the Chancery for further action.

The plaintiff alleges that 2 debtors have not repaid him because the defendant detains the bonds which were deposited in the Guildhall. The defendant, who appears on a writ of *sub pena*, answers that the bonds were deposited during a suit by course of the law merchant.

The plaintiff, a London grocer, complains by bill against divers fellow-merchants whom he has supplied with groceries and spices on credit and when required to pay they deny the debts, of which there is no evidence in writing as required by the common law. Writs of *sub pena* are requested to compel admission of liability.

<i>Parties</i>	<i>Date</i>	<i>Place</i>	<i>Reference</i>
Jonathan Penny <i>v.</i> Bailiff and burgesses of Yeovil. Bailiff and burgesses of Yeovil <i>v.</i> Jonathan Penny.	M. 7 Jas. I (1609). E. 13 Jas. I (1615).	Yeovil, Westminster. Henford Maltra- vers.	Exch. Bills & Ans. 7 Jas. I ; Somers 308. Exch. Dep. 13 Jas. I ; Somers 19 ; Exch. Decrees and Orders 13 Jas. I, ser. iv. 2, f. 83 (<i>pp. cvi-</i> <i>cix</i>).
Porter <i>v.</i> Noble.	30 Edw. I (1302).	Southwark, Whitehall.	¹ E. 37/30 (<i>p.</i> <i>cxii</i>).
Bolnehill <i>v.</i> Morvan.	M. 15 Hen. VI (1436).	Tewkesbury.	Chanc. Misc. 59/2/50 (<i>pp.</i> <i>cxiii-cxv</i>).
Bannister <i>v.</i> Hunt.	12 Jas. I (1615).	Southwark.	E. 37/29 (<i>p. cxv</i>).
Bowland <i>v.</i> Warde.	12 Jas. I (1615).	Southwark.	E. 37/29 (<i>p. cxv</i>).
Goodman <i>v.</i> Warde.	Apr. 12 Jas. I (1615).	Southwark.	E. 37/29 (<i>p. cxv</i>).
Anon. <i>v.</i> Anon.	Nov. 12 Jas. I (1615).	Southwark.	E. 37/29 (<i>pp. cxv-</i> <i>cxvi</i>).
Burnett <i>v.</i> Cheek.	Oct. 11 Jas. I (1614).	Southwark, Lewisham.	E. 37/29 (<i>p. cxvi</i>).

¹ The Court of the Marshalsea is regarded here in a threefold aspect: (1) for mediaeval pleas held before the Earl Marshal and Steward of the Household, in the peripatetic Aula Regis, for matters of discipline and privilege; (2) for post-mediaeval pleas of the Verge or Palace, when its jurisdiction elsewhere than in or near London was abnormal; (3) for pleas of the Crown held by the Clerk of the Markets and Coroner of the Household with an extensive supervision of weights and measures. The Hall and Kitchen and their subsidiary offices were the province of the Steward, who held the court for pleas of the Hall and continued to preside at the Board of Green Cloth down to modern times. The Marshalcy, under the Household or Knight Marshal, was concerned with the environment and discipline of court or camp, with the process and execution of the court, the custody of prisoners, and the equipage and purveyance of the Household. The Clerk of the Markets within the Verge held inquests, assizes of weights and measures, and levied fines or amercements therefrom, collected proceeds of the coronership, and kept the Marshalsea prisoners and Standards (*cf.* Britton i. 186-193).

Cause

In this case the title of the owners of the market rights was derived from the convent of Syon and passed on its Dissolution to the Crown whose lessee assigned his rights to the plaintiff Penny. The bailiff and burgesses seem to have made common cause with certain squatters on the waste of an adjoining manor and with recent lessees of market rights (largely disused) to oust the Crown lessee. The proceedings begun in 7 Jas. I were determined by a decree of the Court in 10 Jas. I, confirmed by another decree in 13 Jas. I determining another suit by the bailiffs and burgesses against Penny.

Breach of covenant for horse hire.

Forcible trespass and wrongful claim to lands held by plaintiffs.

Breach of promise in delivering strong beer.

Unlawful possession of plaintiff's mare.

Plea of debt. A grocer's debtors refuse payment, and the plaintiff seeks a remedy.

Breach of covenant. The defendant refuses to pay his builder on terms alleged by latter.

Trespass and assault. Brawl between pew-fellows in a church during service.

APPENDIX OF UNRELATED DOCUMENTS REFERRED TO IN THE INTRODUCTION.

APPENDIX I.

¹ SPECIMENS OF FORMS OF WRITS FOUND AMONG THE PLEAS PRINTED IN THIS VOLUME.

² *Aliud Pone de gratia.*

Rex vicecomiti, salutem. Pone, ad petitionem petentis, coram justiciariis nostris apud Westmonasterium, a die Pasche in xv dies, loquelam que est in comitatu tuo, sine brevi nostro, inter Johannem filium Willelmi de N. et Willelmum de tali loco, de averiis suis captis et injuste detentis, ut dicitur. Et summoneas, etc., predictum Willelmum quod tunc sit ibi, prefato Johanni inde responsurus. Et habeas, etc. Teste, etc.

³ *Breve quod non distringat plegios dum principalis habet unde solvere.*

Rex vicecomiti, salutem. Precipimus tibi quod non distringas nec distringi permittas Bernardum de N. ad acquietandum viginti solidos pro Alexandro de N., unde posuit se in plegio versus Clementem de N., quamdiu idem A. habet unde predictum solvere possit. Ne amplius, etc.

⁴ *Breve ne quis distringat aliquem pro debito de quo non sit debitor vel fidejussor.*

Rex vicecomiti, salutem. Si Henricus filius Radulphi fecerit, etc., tunc pone per vadios, etc., Johannem de N. quod sit coram, etc., ostensurus quare, cum de communi consilio regni nostri provisum sit quod nullus de regno distringatur pro aliquo debito de quo principalis debitor vel fidejussor non extiterit, idem Johannes prefatum Henricum et homines suos et ten[ementa] sua distringit pro quodam debito de quo non est principalis debitor nec fidejussor, ad grave dampnum ipsius Henrici decem marcarum, et contra formam provisionis predicte. Et habeas, etc. Teste, etc.

¹ These specimens are taken from two local and typical collections: (1) Lansdowne 654 (a contemporary MS. of the reigns of Henry III, Edward I, and Edward II); (2) Harl. 493 (*a* and *b*), a fourteenth-century MS. For these and for their bearing on the development of the Law Merchant, see Introduction, pp. xxiii-xxvi.

² Lansd. 564, f. 35.

³ *Ibid.* f. 36b, 37.

⁴ *Ibid.* f. 37.

Another *Pone*, by grace.¹

The King to the Sheriff, greeting. Put before our Justices at Westminster at the petition of the plaintiff, 15 days from Easter day, the plea which is in thy county court, without our writ, between John son of William of N. and William *of such a place* concerning his beasts taken and unjustly detained, as it is said. And do thou summon, etc., the aforesaid William that he be there then to answer the before-mentioned John. And have, etc. Witness, etc.

A writ that he distrain not pledges while the principal [debtor or pledge] has wherewith to pay.

The King to the Sheriff, greeting. We order thee that thou distrain not, nor permit to be distrained, Bernard of N. to give acquittance of twenty shillings on behalf of Alexander of N., whereof he put himself in pledge towards Clement of N., so long as the same A. has wherewith to pay the aforesaid [debt]. That no longer may, etc.

A writ that none distrain another for a debt in respect of which he is not debtor nor surety.

The King to the Sheriff, greeting. If Henry son of Ralph shall make, etc., then put by gages, etc., John of N. that he be before, etc., to show why, when by the common council of our realm it is provided that none of the realm be distrained for any debt in respect of which he shall not have been the debtor nor surety, the same John distrains the before-mentioned Henry and his men and [tenements] for a certain debt in respect of which he is not principal debtor nor surety, to the grievous loss of him, Henry, ten marcs, and against² the form of the provision aforesaid. And have, etc. Witness, etc.

¹ *i.e.* of the court or parties.

² *i.e.* in contempt of.

¹ **Breve de debito coram vicecomite.**

Rex vicecomiti, salutem. Precipimus tibi quod justicies A. de N. quod juste, etc., reddat B. de N. quadraginta ² solidos quos ei debet et injuste detinet, ut dicit, sicut rationabiliter monstrare poterit quod ei reddere debeat ; ne amplius, etc.

³ **Idem Breve, de gracia, coram Justiciariis Iterantibus *vel* ad Bancum.**

Rex vicecomiti, salutem. Precipe Ricardo de N. quod juste, etc., reddat Radulpho de N. triginta marcas quas ei debet et injuste detinet, ut dicit. Et nisi fecerit, et predictus R[adulphus] fecerit te securum, etc.

³ **Breve de compoto reddendo.**

Rex vicecomiti, salutem. Precipe Johanni filio Willelmi de N. quod juste, etc., reddat Ernaldo de N. racionabilem compotum suum de tempore quo fuit ballivus suus talis honoris *vel* talis manerii *vel* talis loci. Et nisi fecerit et predictus Ernaldus fecerit te securum, etc., tunc summoneas, etc. ; ut supra.

³ **Aliud breve de compoto reddendo.**

Rex vicecomiti salutem. Monstravit nobis Alanus de N. quod cum Bernardus de N. nuper extiterit ballivus suus talis honoris (*vel* de tali loco) et omnium rerum, et bonorum suorum curam habens et administracionem, idem, compoto suo non reddito, subterfugia querens, latitat in balliva tua, nec possit inveniri nec distringi ad compotum suum reddendum. Et quia de communi consilio regni nostri provisum est⁴ quod ballivi qui dominis suis compotum reddere tenentur et se subtraxerunt et terras et tenementa non habeant per que distringi possint, sic per eorum corpora attachientur, ita quod vicecomites in quorum balli[vatis] inveniantur eos faciant venire ad compotum suum reddendum, tibi precipimus quod, si predictus Alanus fecerit te, etc., tunc predictum B. attachiari facias. Ita quod habeas corpus ejus coram justiciariis nostris apud Westmonasterium in Octabis Sancti Michaelis ad reddendum compotum suum predicto A., sicut idem A. racionabiliter monstrare poterit, etc. Et habeas ibi hoc breve. Teste, etc.

³ **Breve ad reddendam cartam vel aliquid certum.⁵**

Rex vicecomiti, salutem. Precipimus tibi quod justicies Thomam de N. quod juste, etc., reddat Agneti filie Petri de N. tres cartas quas ei injuste detinet, ut dicit, sicut racionabiliter monstrare, etc., quod ei reddere debeat. Ne amplius, etc. *Vel* cartam, *vel* cyrographum, *vel* ciphum de auro *vel* de argento, *vel* aliquid hujusmodi ad valenciam tanti. Teste, etc.

¹ Lansd. 564, f. 37b.

² For the significance of this sum, see below, p. 42.

³ Lansd. 564, f. 37b.

⁴ Cf. Stat. Westm. II, c. 11 ; for the use of the writs *Monstravit* and *Ex parte talis*, see below, pp. 53, 106, and 126.

⁵ As opposed to a 'fishing inquiry' for 'discovery' of documents.

Writ concerning a debt before the Sheriff.

The King to the Sheriff, greeting. We order thee that thou justice A. of N. that justly he render to B. of N. forty shillings which he owes to him and unjustly detains, as he says ; as he shall reasonably be able to show that he [A.] ought to render to him [B.] ; that no more, etc.

The same writ by grace before Justices Itinerant or the Bench.

The King to the Sheriff, greeting. Order Richard of N. that justly, etc., he render to Ralph of N. thirty marcs which he owes to him and unjustly detains, as he [Ralph] says. And unless he shall do so and the aforesaid R[alph] make thee secure, etc.

Writ for rendering an Account.

The King to the Sheriff, greeting. Order John son of William of N. that justly, etc., he render to Ernald of N. his reasonable account of the time that he was his bailiff of such an honour (*or* of such a manor, *or* of such a place). And unless he shall do so, and [unless] the aforesaid Ernald shall make thee secure, etc., then summon, etc. (as above).

Another writ for rendering an Account.

The King to the Sheriff, greeting. Alan of N. has shown to us that whereas Bernard of N. was lately his bailiff of such an honor (*or* of such a place) and having the care and administration of all his things and goods, the same [Bernard], his account not rendered, seeking subterfuges, lies hidden in thy bailiwick and cannot be found nor distrained to render his account. And because it is provided by the common council of our realm that bailiffs who are bound to render an account to their lords and have withdrawn themselves, and have not lands or tenements by which they can be distrained, shall be attached by their bodies, so that the Sheriffs in whose bailiwicks they may be found shall make them come to render their account, we order thee that if the aforesaid Alan shall make thee, etc., then thou shalt cause the aforesaid B. to be attached. So that thou have his body before our justices at Westminster in the Octaves of S. Michael, to render his account to the aforesaid A., as the same A. shall be able reasonably to show, etc. And thou shalt have there this writ. Witness, etc.

Writ to render a charter *or* anything certain.

The King to the Sheriff, greeting. We order thee that thou justice Thomas of N. that justly, etc., he render to Agnes daughter of Peter of N. three charters which he unjustly detains, as she says, so as she shall reasonably, etc., that he ought to render to her; that no more, etc.—*or* a charter, *or* a chirograph, *or* a cup of gold *or* of silver, *or* anything of this sort, to the value of so much. Witness, etc.

¹ Aliter de transgressione—De Roberia facta in mari.

Rex vicecomiti, salutem. Monstravit nobis Agnes de Vescy, que fuit uxor, etc., quod cum duci fecisset de Flandria per Hugonem de N., mercatorem suum, in quadam nave Baldwyni de N. pannos, ceram et alia catalla ad valenciam lx et xvj. sexdecim solidorum et octo denariorum, homines abbatis de Wittby, occasione turbacionis in regno nostro habite—de qua turbacione predicta Agnes nullatenus se intromisit, nec contra nos, nec contra Edwardum filium nostrum primogenitum extitit, ut accepimus—vi et armis insultum fecerunt in navem predictam et pannos ceram et catalla ipsius Agnetis in eadem nave existencia ceperunt et asportaverunt usque ad prioratum de Wyteby, ad grave dampnum ipsius et jacturam manifestam. Et ideo tibi precipimus quod inquisita per sacramentum legalium et proborum hominum comitatus tui diligencius veritate, si inveneris ita esse, tunc Agneti predictæ de pannis, cera, et catallis suis predictis sic ablatis, in quoruncunque manibus inventa fuerint, plenam seisinam habere facias sine mora. Et omnes illos qui resistentes et de predicta transgressionis culpabiles esse inveneris, si predicta Agnes fecerit te, etc., tunc attachiari facias. Ita quod habeas corpora eorum coram justiciariis nostris apud Westmonasterium a die, etc., ad respondendum nobis de contemptu et eidem Agneti de predicta transgressione. Et habcas ibi hoc breve. Teste, etc.

² Breve quod dicitur ‘Quare vi et armis.’

Rex vicecomiti, salutem. Si A. fecerit te, etc., tunc pone per vadios et salvos plegios talem et talem, quod sint coram nobis tali die ostensuri quare vi et armis venerunt ad domum ipsius A. in C. et hostia ejusdem domus fregerunt et in eadem intraverunt [et] bona et catalla sua ad valenciam — solidorum ceperunt et asportaverunt, ad grave dampnum ipsius A. et contra pacem nostram. Et habeas ibi nomina plegiorum et hoc breve. Teste, etc.

³ Breve de transgressione facta contra libertatem.

Rex vicecomiti, salutem. Si prior de N. fecerit te, etc., tunc summoneas, etc., majorem et ballivos Novi Castri super Tinam quod sint coram, etc., apud Westmonasterium, ad talem diem, ostensuri quare, cum idem prior et predecessores sui per cartas predecessorum nostrorum regum Anglie victualia et alia necessaria a quibuscunque mercatoribus voluerint emere consueverunt ad opus prior[atus], sine exactione alicujus theolonii vel consuetudinis de portu de Tina, iidem major et ballivi predictum priorem minus juste impediverunt quominus empciones suas emerit occasionando et maliciose ad Novum Castrum super Tinam trahendo, contra libertates suas quibus hucusque racionabiliter usus est vexando, ad grave dampnum dicti prioris, ut dicit. Et habeas, etc. Teste, etc.

¹ Lansd. 564, f. 42.² *Ibid.* f. 42b.³ *Ibid.* f. 42b. For the relations between the prior and townspeople see Selden Soc., no. 25, vol. i, p. 68 sq.

Another form of writ for trespass—Of robbery committed on the sea.

The King to the Sheriff, greeting. Agnes de Vescy, who was the wife, etc., has shown to us that whereas she had caused to be brought from Flanders by Hugh of N., her merchant, in a certain ship of Baldwin of N., cloths, wax and other chattels to the value of 75*l.* 16*s.* 8*d.*, the men of the abbot of Whitby, by occasion of the disturbance had in our kingdom (in which disturbance the aforesaid Agnes in no way committed herself, neither was she against us nor against Edward our first-born son, as we have gathered), with force and arms made an assault on the ship aforesaid and took and carried away the cloths and wax and chattels of her, Agnes, being in the same ship, to the priory of Whitby, to her grievous damage and manifest loss. And therefore we order thee that, the truth having been diligently inquired by the oath of lawful and worthy men of thy county [court], if thou shalt find it to be so, then do thou without delay make full seisin to Agnes aforesaid in respect of her cloths, wax and chattels aforesaid so carried away, in whose hands soever they shall be found. And if the aforesaid Agnes shall make thee, etc., then cause all those whom thou shalt find resisting and guilty of the aforesaid trespass to be attached. So that thou have their bodies before our justices at Westminster from the day, etc., to answer to us for the contempt, and to the same Agnes for the aforesaid trespass. And have there this writ. Witness, etc.

The writ which is called ‘Wherefore with force and arms.’

The King to the Sheriff, greeting. If A. shall make thee, etc., then put by gages and safe pledges *such and such* that they be before us on such a day to show wherefore with force and arms they came to the house of him, A. in C., and broke the doors of the same house and entered into the same [and] took and carried away goods and chattels to the value of — shillings, to the grievous loss of him, A., and against our peace. And have there the names of the pledges and this writ. Witness, etc.

Writ of trespass made against a liberty.

The King to the Sheriff, greeting. If the prior of N. shall make thee, etc., then summon, etc., the mayor and bailiffs of Newcastle upon Tyne that they be before, etc., at Westminster, at *such a* day, to show wherefore, when the same prior and his predecessors by the charters of our predecessors Kings of England were wont to buy victuals and other necessities from whatsoever merchants they willed for the use of the[ir] prior[y] without the exaction of any toll or custom, from the port of Tynemouth, the same mayor and bailiffs have unjustly hindered the same Prior from making his purchases of provisions, troubling him and maliciously drawing him to Newcastle upon Tyne, vexing him against his liberties which he has hitherto used in reason, to the grievous loss of the said Prior, as he says. And have, etc. Witness, etc.

lxxxvij. ¹De Aconte en ley marchaunde.

Ceo vous monstre A. marchaunte, etc., qe B. marchaunte, etc., atort ne ly rend aconté del tens qil fut son receyvour de ses deners de chescune cause et de chescun contract al prow le vaunt dit A. Et pur ceo atort qe la ou meymes cesti A. vint tel jor, etc., tel lu, etc., et ly baylla xxl. pur marchaunder al prow le vaunt dit A. les quels xxl. il ad eu et sur cels marchaunte, et tot le prow et le gayn receu del jour avaunt utime et an dekes a huy ceo jour, saunz aconté rendre, *ou* dekes a tel jour, tel an, saunz aconté, etc. De puis souvent ly ad demande acounte, unkes, etc., atort, etc.

Breve. ²Rex Vicecomiti, salutem. Precipimus tibi quod justicies B. mercatorem quod juste, etc., et secundum legem mercatoriam reddat A. mercatori rationabilem compotum suum de tempore quo fuit receptor denariorum et aliarum mercandisarum ipsius A. in diversis nundinis et alubi per Angliam sicut per legem mercatoriam, etc., monstrare poterit quod ei reddere debeat; ne amplius, etc.

Aliter. Rex, etc., precipe B., mercatorem, quod juste, etc., reddat A., mercatori, rationabilem compotum suum de tempore quo fuerit receptor denariorum ipsius A. ex quacunque causa et occasione ad utilitatem ejusdem A. provenientis, etc. Et nisi fecerit, etc.

lxxxviii. Ceo vous monstre A., etc., qe B., etc., atort ne ly rend aconté de xl quarters de froment' pris, etc., les quels meymes cesti A. et B. akaterent en commun, de lours communs deniers, pur xx. marcs, de W., tel jour, etc., tel lu, etc. Et pur ceo atort, qe le vaunt dit B. touz diz del jour avaunt nome dekes a cea, ad le ble eu en sa garde; et sur ceo ad marchaunde a lur commun profit saunz acounte rendre a meyme cesti A; par quei A. puis sovent ly ad demande aconté rendre, unkes ne ly voleynt aconté, ne uncor ne voet, a tort et a gref [et] damage memes cesti A., etc. B., etc., defend, etc.

lxxxix. [Aconté] Deceyte.

Ceo vous monstre B., etc., qe A., etc., qe cum par comun conseil del realme seit purview qe nul baille par son cors ne seit attache de accounte rendre tant com il eyt terre ou tenementz pur les quels il poreit estre distreint de aconté rendre, la vint A. e porchasa bref de attachment par sa fiaunce en la Chauncelarie, etc., al viconte de Kent, que le vaunt dit B. fut par son cors attache par la ou il avoyt terres, etc., en mesmes le counte, etc. Et issint ad il suy cest attachement, etc., atort et en deceyte de la Court, etc., et encontre le commun conseil de ceo purview, atort et a gref [et] damage [de] B.,

¹ A few more specimens have been selected from MS. Harley 493B, f. 292, for which see Introduction, p. xxvi and below, p. lxxxi n.

² For the writ 'Justicies' see p. lxxxi sq.

Of Account in Law Merchant.

A., merchant, etc., shows you this, that B., merchant, etc., wrongfully does not render to him an account for the time that he was receiver of his moneys from every cause and from every contract for the profit of the aforesaid A. And for this wrongfully, that whereas this A. came on such a day, etc., at such a place, etc., and entrusted to him 20*l.* for trading to the profit of the aforesaid A., the which 20*l.* he [B.] has had, and therewith has traded, and has received all the profit and the gain from the day before the Octaves and year until this day, without rendering an account (*or* until such a day of such a year without account), etc. And since often he [A.] has demanded an account, [but] never, etc., wrongfully, etc.

Writ.

The King to the Sheriff, greeting. We order thee that thou justice B., the merchant, that justly, etc., and according to the law merchant he render to A., the merchant, his reasonable account for the time in which he was receiver of the moneys and other merchandises of him, A., in divers fairs and elsewhere throughout England according as he shall be able to show by the law merchant, etc.; so that no further, etc.

Another version.

The King, etc. Order B., merchant, that justly, etc., he render to A., merchant, his reasonable account for the time in which he was receiver of the moneys of him, A., from whatever cause and occasion to the profitable use of the same A., etc. And unless he shall do this, etc.

98.

A. shows you this, that B., etc., wrongfully does not render him an account for 40 quarters of wheat taken, etc., the which these same A. and B. bought in common from their common moneys for 20 marcs of W. on such a day, etc., such a place, etc. And for this wrongfully that the aforesaid B. always from the day before named until this [day], has had the corn in his custody, and therewith has traded to their common profit, without rendering an account to this same A. Wherefore A. since often has asked him to render an account, which he still will not [do], wrongfully and to the grievance and damage of this same A., etc. B., etc., defends, etc.

99.

[Account] Deception.

This shows you B., etc., that A., etc. That when by common council of the realm it be provided that no surety is to be attached by his body to render an account so long as he have lands or tenements whereby he may be distrained to render account. There came A. and purchased a writ of attachment, by his assurance, in the Chancery, to the sheriff of Kent that the aforesaid B. should be attached by his body where he had lands, etc., in the same county, etc. And so he has sued for this attachment, etc., wrongfully and in deception of the Court, etc., and contrary to the common council for this provided, wrongfully and to the grievance and damage of B. If A. wishes

etc., Si A. le vicut dedire. B., etc., warrant', defend tort, etc., et dit qe a tel counte ne deit il estre remue par la r[esoun] qe cel bref fut principalement fundu sur deux choses.¹

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² APPENDIX II.

REFERENCES TO THE LAW MERCHANT IN THE YEAR BOOKS.

(a1) ³ BANDON *v.* ANON.

Dette.

⁴ Jehan de Bandone, marchaund, porta un *Justicies* en le Counte de Caunt' vers un autre marchand de vij. marcs, issint qe le defendant fist remuer al parole en banc a Euerwik' par un *Pone*, et hors du banc fit remuer la parole en Eire par un *nisi prius*, etc.

Huntingdon defendi, etc., prest est a defendre en contre lui et en contre sa suite par sa lei.

⁵ *Mutford*. A la lei n'avendrez point. Car nous pledoms ore a la lei marchaund, et avoms mis avant taille.

Kyngesmed'. Vous n'estes pas devant marchaunds einz estes en la court nostre seignour le Roi, par quoi nous entendoms qe vous devez pleder ceinz a comune lei; et vous ne mettez avant si noun taille, et tendoms la lei, la quele vous refusez—Jugement, etc.

¹ An exposition of textual distinctions in circumstances and forms of summons follows.

² The three reports printed here are apparently different versions of one and the same case which is ascribed (in a MS. used in the Selden Society's edition of the Kentish Eyre of 6 and 7 Edward II) to a case of that county and date, though Selden (Fortescue, *De Laudibus*, c. 32, n. 20) attributes it to a Derby Eyre of 2 Edw. II. Two other versions of this report have been found by the present editor, and as these contain some striking variants from the text already printed in the report of the Kentish Eyre above referred to, and as moreover they are of considerable interest and importance in connexion with the early history of the Law Merchant in this country, they have been printed separately in this Appendix as the variants were too considerable for annotation in a composite text. A brief description of the provenance and features of these documents has been attempted in the Introduction to this volume (pp. xxv–xxvi).

³ MS. Harg. 210, f. 213, referred to as 'aa' in vol. vii of the Year Book Series, vol. ii of the Eyre of Kent Series, of the Selden Society's publications (1912), where this case is printed (pp. 48–50). This text has been collated with the Hargrave and other MSS. referred to below (pp. lxxxii–lxxxiv), and the result of this examination is stated in the Introduction to this volume (pp. xxv–xxvi).

⁴ No serious attempt has apparently been made to identify this case. In view of the identification of two further reports the matter may perhaps be dealt with elsewhere.

⁵ The names of the justices and counsel appearing in this case and the comments assigned to them respectively present some difficulties, which were pointed out by the learned editor of the Eyre of Kent volume referred to above. For example, Midd' may stand for Muddford or Madingley.

to deny it, B. etc., [to] warrant, defends tort, etc., and says that he ought not to be removed to such a county, for the reason that this writ was principally founded on two things.

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(a1) BANDON *v.* ANON.

Debt.

John of Bandon, merchant, brought a *Justicies* in the County Court of Cant[erbury] against another merchant arising out of 7 marcs. The defendant caused the hearing to be removed into the Bench at York by a *Pone* and out of the Bench he caused the hearing to be removed into the Eyre by a *nisi prius*, etc.

Huntingdon defended, etc. He is ready to defend against him and against his suit by his law.

Mutford. To the 'law' you will not arrive, for we are pleading now under the law merchant and we have produced a tally.

Kingsmead. You are not before merchants; but you are in the court of the lord King; wherefore we suppose that you ought to plead here as at the common law; and you produce nothing but a tally; and we offer the law, which you refuse—Judgment, etc.

Spigurnel. Durant ceste Eire il ne put devant marchands ne aillours deinz cest counte dreiner sa demande solom la lei marchande.

Huntingdon. Pur quoi ne ust il attendu ces avantages ; mais si vostre bref fust conceu solom la forme de comune lei ceo serroit pur vous ; mais depuis qe nostre bref est conceu en forme de la lei especiale, par la ou il dust dire 'sicut per legem marchandorum,' nous n'entendoms mie qe en ceo cas serret vous receu a vostre lei—Jugement.

Spigurnel ne vint point.

Berreford'. Volez autre response doner ?

Huntingdon. Nous sumes demorez en vos agards. Nos avoms tendu, etc., le quel il refusent : Jugement, etc.

Hengham. Nous offroms nostre proeve—S. E. et G. qe furent al amesurement del blee ; par les qeus nous sumes icy prest de prover solom la lei marchaund, ausint com nostre bref veut, et il refuse la proeve. Jugement de lui com de noun defendu.

Berreford'. Volez ceo prove ?

Huntingdon ut prius.

Berreford'. La court ne veut mie qe vous seiez a vostre lei en ceo cas.

Huntingdon ut prius.

Berreford'. Jehan de Bandoun porta son bref de dette vers un Rauf et demanda vij. marcs par un *Justicies* forme 'secundum legem mercatoriam' et il ad mis avant une taille, la quele il tend a prouer par iij., *scilicet* N. E. et S.,¹ qe esteiont al blee mesurer et livere a vous ; et par vostre lei vodrez vous coverir ; laquele ceste court en ceo cas [ne veut mie] et vous refusez la proeve qil tend solom la lei marchand et solom la nature de son bref : par qei agard ceste court qe Jehan recovere sa dette et ses damages, etc.

(a2) COMPTON *v.* ANON.

²De Debito. **Ou un marchand demanda sa dette, solom forme de la ley de marchants, en eyre, par taillie ; e l'autre tendy de fare la ley ; e ne fut mie a ceo receu ; mes le marchand fut receu a prover sa dette, etc.**

Jon de Compton demanda ver un autre marchand en le C de C vjm. par un *Justicies* et le defendant fit remuer la parole en Banque³ par un *Pone* et de illoques revint la parole en Eyre.

Huntingdon. W., qui cy est, defendit tort e force, etc., e que re(s)pondre ne ly deit encontre ly e encontre sa sute ; e prest est a defendre, par quant que ceste court agardera.

¹ Sic.

² MS. Add. 35116, f. 238d, referred to as Y in the Selden Society edition of the Year Book of Edward II, where this report is not mentioned.

³ 'k' has been inserted after 'Ban' at the end of a line.

Spigurnel. During this Eyre he cannot either before merchants nor elsewhere within this county make good his demand according to the law merchant.

Huntingdon. Why did he not await these advantages? But if your writ was conceived according to the form of common law this would be for you; but since your writ is conceived in form of special law, in that it purported to say 'as by the law of the merchants,' we do not suppose that in this case you would be received to your law—Judgment!

Spigurnel. He has not come.

Bereford. Do you wish to make other answer?

Huntingdon. We await your award. We have tendered, etc., which they refuse—Judgment, etc.

Hengham. We offer our proof—S., E. and G. who were at the measuring of the corn, by whom we are ready here to make proof according to the law merchant, as our writ would have it, and he refuses the proof. Judgment of him as of one undefended!

Bereford. Do you wish for this proof?

Huntingdon as before.

Bereford. The court does not wish that you be at your law in this case.

Huntingdon as before.

Bereford. John of Bandon brought his writ of debt against one Ralph and demanded 7 marcs by a *Justicies* under the law merchant; and he has produced a tally which he offers to prove by 3 [witnesses], namely N., E. and S., who were present when the corn was measured and delivered to you; and by your law you would cover yourselves, which this court in these circumstances [will not allow]; and you refuse the proof which he offers according to the law merchant and according to the nature of his writ. Wherefore this court awards that John recover his debt and his damages, etc.

(a2) COMPTON *v.* ANON.

Of Debt.

Where a merchant demanded his debt in an Eyre according to the form of the law merchant by tally, and the other side offered to wage law and was not admitted to this, but the merchant was admitted to prove his debt, etc.

John of Compton demanded against another merchant 6 marcs by a *Justicies* in the c[ounty court] of C—, and the defendant had the hearing removed into the Bench by a *Pone* and thence the hearing came into the Eyre.

Huntingdon. W., who is here, defends tort and force, etc., and that he needs not to answer against him and against his suit; and is ready to defend by whatsoever this court shall award.

Midd[eley]. A la ley ne devez avend[re] qar nous pledoms a la ley marchande. E ci avoms mis avant taillie.

Kyngeshemedede. Vous ne estes mie ore devant marchantz, einz estes en la court le R[oi]; par q[ei] nous entendoms que vous plederez ceinz a la commune ley; e vous ne metez avant que taillie; e nous tendoms la ley, la quele vous refusez. Jugement; coment nous departiroms.

Spigurnel. Durant cest Eyre il ne put mie devant le meir ne par aillours en ceo counte dereigner sa demande solom la ley marchande.

Midd[eley]. Pur q[ei] ne ust il fet mencion de dam[ages] en son defen[se] ?

Huntingdon. Si nostre defens fuit conceu en forme de commune ley ceo sereit pur vous, mes depuis qil est conceu solom forme de la ley marchande espec[ialement] la ou il dit *sicut per legem mercatoriam*, etc.

Midd[eley]. Nous entendoms que en ceo cas vous ne serrez mie a vostre ley. Jug[ment] etc.

Huntingdon. Il ne fut unkes en Engle[tere] pur marchand conu.

Spigurnel. Attendez vous jours, etc. ?

Huntingdon. Nous prioms vous recorder que nous ly avoms tendu la ley e il ad refuse.

Spigurnel. Nous ne le recordoms mie, quar autre chose est a demander jugement, si en ceo cas devez estre a vostre ley qui est refusable, etc. *Quo die*, etc.

Bereford. Volez autre chose dire ?

Kyngeshemedede. Nous sumes demore en vos agardz e tendom la ley, la quel il refusent. Jugement.

Midd[eley]. Nous voloms sires fcre nostre prove solom la ley marchaunde par S. [B.] et [C.] qui ci sont; les queux furent al blee mesurer; par les queux nous somes prest a prover en la forme avant dite auxicom' nostre bref veut, e il ceo refusent—Jugement de eux com' de non deffendus].

Bereford. Volez vous cest prove ?

Kyngeshemedede ut prius.

Bereford. La Court ne veut mie que vous seez a vostre ley en ceo cas volez vous la prove ?

Kyngeshemedede ut prius.

Bereford. Refusez vous donkes la prove ?

Kyngeshemedede. Vous agarderez ceo que vous vodrez mes W., qui cy est, defendit encontre li e encontre sa sute *ut supra*. E tote feez se tenent en ceo point.

Ormsby. Jon de Comptone marchant ceinz, par un bref forme solom ley marchaunt, dcmanda vjm., e ad mis avant taillie, la quele il tend prover par iij. homes; mes vous par vostre ley vous vodriez vous coverir, la quele ley la court ne veut en ceo cas reseviere; c vous refusez la prove qil vous tende solom ley marchand c solom la nature de son bref. Par qei agarde cest court que Jon recouvere ver vous cest dette, com ver noun defendu, e ses dam[ages], etc.

Judicium.

Midd[eley]. To the law you must not go, for we are pleading by the law merchant. And thus we have proffered a tally.

Kingsmead. You are not now before merchants but in the King's court; wherefore we submit that you shall plead here by the common law; and you proffer only a tally; and we offer the law which you refuse—Judgment that we shall go hence!

Spigurnel. During this Eyre he cannot before a mayor or elsewhere in this county make good his demand according to the law merchant.

Midd[eley]. Why did he not make mention of damages in his defence?

Huntingdon. If our defence was conceived in the form of the common law that would be for you; but since it is conceived according to the form of the law merchant, especially where it says 'as by the law merchant,' etc.

Midd[eley]. We submit that in this case you will not be at your law—Judgment! etc.

Huntingdon. It could never be so, in England, for a known merchant.

Spigurnel. Are you expecting days, etc.?

Huntingdon. We pray you to record that we have offered them the law and they have refused it.

Spigurnel. We shall not record it, for it is another thing to demand justice, if in this case you ought to be at your law, which is refusable, etc. On which day, etc.

Bereford. Will you say anything more?

Kingsmead. We are awaiting your awards and we proffer the law, which they refuse—Judgment!

Midd[eley]. We are willing, Sirs, to make our proof, according to the law merchant, by S., B. and C. who are here, who were at the corn measuring; by whom we are ready to prove, in the form aforesaid, as far as our writ goes, and they refuse this—Judgment of them as of those without defence.

Bereford. Do you wish this proof?

Kingsmead as before.

Bereford. The court is not willing that you be at your law in this case. Do you wish for the proof?

Kingsmead as before.

Bereford. Do you then refuse the proof?

Kingsmead. You will award here what you choose, but W., who is here, defends against him and against his suit, as above. And they always hold to this point.

Ormsby. John of Compton, merchant here, by a writ formulated according to the law merchant, demanded 6 marcs and put forward a tally, which he intends to prove by 3 men; but you, by your law, you would cover yourselves; which law the court will not receive in this case: and you refuse the proof that he proffers to you according to the law merchant, and according to the nature of his writ. Wherefore this court awards that John do recover this debt, as against one undefended, and his damages, etc.

Judgment.

(a3) COM[B]ERTON *v.* COM[B]ERTON.¹ Dette solum Ley Marchaunde.

John de Com[b]erton porta seon bref de dette vers Thomas de Com[b]erton, et ly demanda xl. de argent par un bref fundu sur ley marchaunde.² Thomas fit remuer la parole, par un *Pone*, en Bank.

Midd[eley] counta qe atort ly detient, etc., et bota³ avaunt une taylle.

Huntingdon defendi, etc., et demanda le bref oyr; et fut de meme forme, dekes a la fyn del bref. Et donq'es dit 'sicud predictus Johannes secundum legem mercatoriam rationabiliter monstrare poterit quod ei reddere debet,'⁴ etc. Et puis demanda il oye[e] del *Pone*, lequel ne fit nul mencion qe John fut marchant, *nec e converso*.

Kingsmede. Par le bref original est il nome J[ohn] de C[omberton] marchaunt, et le *Pone* ne fet nule mencion de ceo, qil sei fet nomer marchaunt par le bref original. Demande jugement de la variance.

Middleley. Si la parole euste este remue a nostre sute, vous deissez bien; mes eust este remuee a vostre sute denreigne; par quei vous ne pocz la variance chalenger.

Huntingdon defendi, etc., et qe riens ne ly deit. Prest, etc.

Middleley. A la leye ne poez avenir, qar veez cy taille qil nous fit, qe tesmoyne la dette a nous estre deuwe; et nous pledoms a la ley marchaunde qe ne seoffre nulle ley estre fete en cest cas; par quei nous demand[oms] jug[ment] si la ley y gise.

Kingsmede. La taylle ne est mye le fet qe nous chace a respons; mes nous sumes cy en la court le Roy ou nous devons estre menez par comune ley, et ne mye par ley marchaunde. Et prestes sumus a defendre solum ceo qe comune ley le seoffre.

Middleley. Coment qe nous seyoms cy a la comune ley, ne mye pur cco les justices unt poer a pleder touz pleez ausi bien solum la ley marchaunde cum solum la leye comune; et le bref q'est garant de cesty play est hors de comune forme; qe veot en ly meymes qe la dette seit triece solum ley marchaunde, par quei covient prendre tiele issue cum la nature del bref le poraz souffrir, donc nous demandoms jugement si nostre preove ne seit receyvable, etc., et si vous agardez qe la ley i gyse, etc.

Spigurnel. Gardez vos jours, etc., et adonc recordroms qe vous estes prests a la ley receyvre si la court le vodra souffrir.

Mut[ford]. Al autre jour.⁵ Nous avoms conte vers ly solum la ley marchaunde et prest sumus a prover nostre taylle par R. et N., qe cy sunt, solum la nature del bref, qe veot qil eyt seon recovyrer solum ceo qe monstren

¹ MS. Harl. 493B, f. 201 (early 14 c.).

² Cf. above (p. lxxx), No. lxxxviiij.

³ For 'bota.'

⁴ See the writ (above, p. lxxviii) and see the preceding version of this case (p. lxxxii). Although the parties seem to have been related this was not necessarily a partnership account, for the form of which see p. lxxx.

⁵ These three words should possibly come at the end of Spigurnel's epigrammatic speech. Cf. above, p. lxxxiii, ll. 16, 21.

(a3) COM[B]ERTON v. COM[B]ERTON.

Debt according to the Law Merchant.

John of Comberton brought his writ of debt against Thomas of Comberton and demanded of him 10*l.* in money by a writ founded on the Law Merchant. Thomas caused the plea to be removed into the Bench by a *Pone*.

Midd[eley] counted that he (Thomas) wrongfully detains it (10*l.*) [from him, John], etc., and put forth a tally.

Huntingdon defended, etc., and demanded to hear the writ. And it was in the same form down to the end of the writ. And then it said ‘as the afore-said John shall reasonably be able to show, according to the law merchant, that he [Thomas] ought to pay him,’ etc. : and so he made no demand by the *Pone* which makes no mention that John was a merchant ; nor conversely.

Kingsmead. By the original writ he is named John of Comberton, merchant, and the *Pone* makes no mention of this, that he has caused himself to be called a merchant by the original writ. Demand judgment of the variance.

Middleley. If the plea had been removed at our suit you would have said well ; but it had been removed by reasoning of your side ; wherefore you cannot challenge the variance.

Huntingdon. Defend, etc., and that he owes nothing to him. Ready, etc.

Middleley. To the law you cannot come, for here is a tally that he made for us, which witnesses the debt to be due to you, and we are pleading at the law merchant which does not suffer any law to be waged in this case ; wherefore we ask for judgment if the law lies thereto.

Kingsmead. The tally is not the deed that falls to us to answer ; but we are here in the King’s court where we ought to be led by the common law and not by the law merchant. And ready we are to defend according to what the common law suffers.

Middleley. Although we be here at the common law, none the less the justices have power to plead all pleas as well according to the law merchant as according to the common law, and the writ that is the warrant for this plea is out of the common form, that wills in itself that the debt be tried according to law merchant, wherefore it is proper to take such issue as the nature of the writ will suffer, whereof we demand judgment, whether our writ be not receivable, etc., and if you award that the law lies thereto, etc.

Spigurnel. Keep your days, etc., and then we shall record that you are ready to receive the law if the court will suffer it.

Mut[ford]. At another day. We have counted against him according to the law merchant, and ready we are to prove our tally by R. and N., who are here, according to the nature of the writ, which wills that he have his recovery according to what he [shall be able to] show by law merchant ;

[pora]¹ par ley marchaunde. La quele ley veot qe nous devoms nostre taylle prover ; la quele preove il refuse et demande jugement.

Kingsmede ut supra, et prest sumus a defendre contre ly et contre sa sute, etc.

Bereford. Vous estes cy a la ley marchaunde et ceo veot le bref q'est gar[aunt] de cesti play ; par quei a la ley ne avendres mye.

Kingsmede. Nous ly avoms tenduz la ley la quele il refuse et demande jugement.

Bereford. Volez vous la preove, ou non ?

Kingsmede ne voleit autre respons donner.

Ormesby reherca le proces. Et pur ceo qil trova qe la dette fut deuwe solum les contes fets entre eux en ley marchaunde, et il a meyme sa preove, ceo est a saver R. et N. qe prests sunt a prover la dette solum ceo qe la nature del bref le veot ; la quele preove il refuse ; par quei agard cest court qe John de Com[b]erton rekeovre ses damages, etc., et Thomas en la mercy. Et qe le vic[ounte] preigne garde de seon cors si la q'il eyt trove seurte de la dette, etc.

(b) ² A TALLY AS VOUCHER OF A DEBT.

Dette—Ubi tallia preponitur ; postea scriptum.

Un A. porta seon bref de dette vers B.

³*Haw[teyn]*. Qei avez vous de la dette ?

Mutford mist avaunt une taylle.

Hengham. Riens ne ly dey. Prest a fere, etc.

Mutford mist avaunt eskrit post encele.

Mettingham. Qe ne eussez vous prymes bote avaunt cel fet.

Vous feistes qe fol. Car posu[oms] nous qe vous vochissez a garant' par heige ; et puis botyssez avaunt une chartre. Rienz ne vous vaudrayt.

(c) A JUDICIAL DEFINITION OF THE LAW MERCHANT IN 1473.

⁴En le Starr Chambre, devant le Counsaile le Roy, tiel matter fuit moustre et debate. . . .

Cest suit est pris par un marchand alien, que est venus par safe conduit icy, et il n'est tenus de suer solonques le ley del terre a [trier le tryall] de xii.

¹ This sentence being a version of the Latin cited, the word in brackets seems to be required.

² MS. Harl. 493B, f. 136. The status of a tally is of some interest in connexion with procedure according to law merchant.

³ This might well be Hamo Hauteyn, employed for Pleas of the Jews and Assizes.

⁴ This case from the Year Book 13 Edward IV, Pasc., f. 9, Pl. 5 (ed. Brook and FitzHerbert, London, 1680), has been mentioned previously (Holdsworth, i. 405) ; but as it is of special interest in connexion with the present subject, an extract has been printed here. The Chancellor is being pressed to decide that an

which law wills that we should prove our tally ; which proof he refuses and demands judgment.

Kingsmead as above, and ready we are to defend against him and against his suit, etc.

Bereford. You are here at the law merchant, and that is the wish of the writ which is the warrant for this plea ; wherefore you will not come to the law.

Kingsmead. We have tendered him the law, which he refuses and demands judgment.

Bereford. Do you wish the proof or not ?

Kingsmead would give no other answer.

Ormsby reviewed the process. And forasmuch as he found that the debt was due according to the accounts made between them in law merchant, and he has even his proof, that is to say R. and N. who are ready to prove the debt according to what the nature of the writ requires ; which proof he [Thomas] refuses. Wherefore this court awards that John of Comberton recover his damages, etc., and Thomas in mercy : and that the sheriff take care of his body until he has found surety for the debt, etc.

(b) A TALLY AS VOUCHER OF A DEBT.

Debt—Where a tally is put forth ; afterwards a writing.

A certain A. brought his writ of Debt against B.

Haw[tein]. What have you as to the debt ?

Mutford put forth a tally.

Hengham. Nothing does he owe him. Ready to perform, etc.

Mutford put forth a writing after that.

Met[ingham]. Why did you not first produce that deed ? You only act foolishly ; for we supposed that you had vouched to warranty a stick and then you produce a charter. It would be worth nothing to you.

(c) A JUDICIAL DEFINITION OF THE LAW MERCHANT IN 1473.

This suit is brought by an alien merchant who is come here by means of a safe-conduct, and he is not held to sue according to the law of the land to

extraordinary procedure is not needed to determine whether the abstraction of merchandise from bales freighted for transport to a certain destination is felonious. He replies thus.

The text has been emended from an early Black Letter edition (Pynson and Redman) in Lincoln's Inn Library (at the suggestion of Sir Frederick Pollock). These emendations are indicated by square brackets. Some fifty minor variants from the 1680 edition have been ignored. For the argument as to felony in breaking bulk, see Pollock and Wright on *Possession*, p. 134, where the Year Book report *ad hoc* is translated.

homes et auters solempnit[es] del ley [del] terre, mes doit suer icy et serra determine solonques le ley de nature en le Chancery, et il doyt suer la de heur en heur et de jour [en jour] pur le spede des marchants, etc.

Et dit oustre que marc[hants], etc., ne serra lies par nostres Statutes, lou les statutes sont *introdactiva nove legis* ; mes ils sont *declarativa antiqui juris*, cestassavoir, nature, etc. Et coment que ils sont venus deyns le royaume par ceo, le Roy ad jurisdiction d'eux, de mitter d'estoyer al droyt, etc., mes ceo serra *secundum legem nature*, que est appelle par ascun ley marchant, que est ley universal par tout le monde. Et il dysoyt que il ad [estre] ajudge que, non obstant le statute que voet que safe conduits soyent enrolles, et le nombre des mariners et le nosme del vessel, etc., que lou alien aver[oit] conduit et n'aver[oit] les [dits] circumstances en cel, et tamen il fuit alloue, car l'aleyns disoyent que ils ne sont tenus de conustre nostre Statutes, et ils venoyent per cause del seale le Roy, cestassavoir son conduit. Et s'il ne serra sufficient donques il serra [disceu], etc. Et tamen ascuns disoient que le statute fait de forfeiture de marchandise lia aliens auxibien come denizens, etc. Et fuit dit que un denizen ne duist suer alien devant le counsaile, mes l'alien doit suer le denizen ; tamen ascuns disoient que ceo fuit per statut.

Et puis le matter del felonie fuit argue devant les Justices en l'Eschequer Chambre. . . .

APPENDIX III.

¹INVENTORY OF THE CARGO OF AN ENGLISH SHIP, TRADING BETWEEN PEVENSEY AND ROUEN, APPRAISED BY THE SWORN DEPOSITION OF THE MERCHANTS (c. 1243).

Noverint omnes hoc presens scriptum inspecturi quod navis quam Randulfus de Oreford pris[av]it et cepit fuit de Pevenesel. In nauta vero fuerunt iiij^{xx} sacci lane et viij. ; et de istis iiij^{xx} saccis lane et viij. habuit dominus Johannes Perer, burgensis de Rothomago, xxj. saccos lane, de quibus quilibet per se custavit x. marcas argenti ; et de aliis saccis quilibet per se ad minus vij. marcas custavit.

Et sciatis quod xxj. sacci predicti fuerunt de abbatu qui vocatur Maunevic² qui est in Anglia ; et nomen viri qui predictos saccos deliberavit predicto Johanni, vocatur Warinus de Morens.

Et in predicta navi fuerunt vj. lesta correi,³ ij. dakeres minus. Et unum-quodque lastum et dimidium correi per se custavit xxx. marcas sterlingorum, sicut mercatores asserunt per verba sua legalia⁴ : et ex alia parte in prefata

¹ Curia Regis Roll 125, m. 12a (*in cedula*). This document would seem to be one of a batch of appraisements made in connexion with the arrest of enemy ships or goods in the ports of Norfolk and Suffolk at this date, for which see Introduction, pp. xxx-xxxvii.

² Perhaps Marrick, Yorks.

³ The last of leather contained 20 dakars (or dikers) each of 10 hides.

⁴ This seems to imply that the merchant owners or an inquest of other merchants deposed as to the value of the several commodities included in the plundered cargo according to the customary procedure of the law merchant.

abide a trial by 12 men and other solemnities of the law of the land ; but he ought to sue here and [his suit] will be determined according to the law of Nature, in the Chancery, and he ought to sue there from hour to hour and from day [to day] because of the speed of the merchants, etc.

And he says further that merchants, etc., shall not be bound by our Statutes, which Statutes are *introductive of new law* ; but they are *declarative of ancient right*, that is to say, Nature, etc. And though they are come within the Kingdom by this, the King has jurisdiction of them, to put [them] to be at their right, etc., but this shall be according to the law of Nature, which is called by some 'Law Merchant,' which is law universal throughout the world. And he said that he has adjudged elsewhere¹ that, notwithstanding the Statute, which wills that safe-conducts be inrolled with the number of the mariners and the name of the vessel, etc., an alien had safe-conduct and there were not the same circumstances therein, and yet it was allowed, for the aliens said that they are not held to know our Statutes and they came by means of the King's seal, that is to say his safe-conduct. And if it will not be sufficient, then he shall be deceived, etc. And yet some said that the Statute made for forfeiture of merchandise bound aliens as well as denizens, etc. And it was said that a denizen ought not to sue an alien before the council, but the alien ought to sue the denizen ; yet some said that this was by Statute.

And then the matter of the felony was argued before the justices in the Exchequer Chamber. . . .

Know all who shall inspect this present writing, that the ship which Randulf of Orford spoiled and took was from Pevensey. In the ship, truly, were 4 score sacks of wool and 8 ; and of these 4 score sacks of wool and 8 Sir John Perer, burgess of Rouen, had 21 sacks of wool, of which every one, by itself, cost 10 marcs of silver ; and of the other sacks every one, by itself, cost at least 7 marcs.

And ye are to know that the 21 sacks aforesaid were from the abbey which is called Marrick, which is in England. And the name of the man who delivered the aforesaid sacks to the aforesaid John is called Warin de Morens.

And in the aforesaid ship were 6 lasts of hides, less 2 dakers. And every last and a half of leather by itself cost 30 marcs sterling, as the merchants

¹ The 1680 edition reads 'ad este,' which is more probable, though the reading 'estre' (*cf.* above, 'oustre') can scarcely be ignored. In any case the whole speech seems in keeping with Morton's sentiments, as a civilian, diplomatist, Master of the Rolls, and acting Chancellor.

navi fuerunt lestum et dimidium de correis cervinis, quod custavit viginti septem marcas.

Item ij. trusselli de pellipatorio,¹ qui custaverunt xv. marcas.

Item et quatuor pise² casei et una cista, que valent cum contentis 500 marcas et amplius; et una alia cista que valuit cum contentis 40 solidos; et cornua wadletorum³ valuerunt vij. marcas per veritatem mercatorum.

Item ij. lecti et ij. enses, que fuerunt mercatorum, et vj. salmones ad precium xij. solidos.

Ista vero prelibata contenta fuerunt in sepedicta navi, sicut mercatores jurant et asserunt per sua sacramenta legalia⁴; Et omnia ista sunt de Rothomago, sicut dicunt.

¹ Bales of peltry. Also used as measures of quantity.

² The normal 'wey' of cheese was 224 lbs. avoirdupois. The chest referred to must have contained other merchandise of value, as the cheese would have been worth less than 4*l*.

³ 'Wadleti' may be a corruption of 'valetti.'

⁴ *Cf.* above, and Introduction, p. xxii.

assert by their lawful words. And from another part in the before-mentioned ship were a last and a half of deers' skins, which cost twenty-seven marcs.

Also 2 trussels of peltry which cost 15 marcs.

And also four weighs of cheese and one chest, which are worth with the contents 500 marcs and more; and one other chest which was worth with the contents 40 shillings; and horns belonging to the yeomen, which were worth 7 marcs by averment of the merchants.

Also 2 beds and 2 swords, which were the merchants', and 6 salmons appraised at 12 shillings.

These things [above-mentioned] were truly contained in the oft-mentioned ship, as the merchants swear and assert by their lawful oaths. And all these are from Rouen, as they say.

APPENDIX IV.

THE ABBOT OF RAMSEY *v.* THE KING'S BAILIFFS AT S. IVE'S.

¹ Statements in the case (c. 1252) as to the respective rights of the lord, the Crown and the trading community in the profits and use of a fair granted by Royal Charter (S. Ive's, Ramsey Abbey).

The Abbot complains of Roger the Tailor and John of Somercote who were bailiffs of the King in the fair of S. Ive. The Abbot says that the King's ancestors, before the Conquest of England and after, held the manor of Slepe, now S. Ive's, pertaining to Ramsey Abbey in free alms. And all the Abbot's predecessors had seisin thereof as of their sure soil, of which they could do their will. And the King's grandfather, for reverence of S. Ive, granted to the Abbot a fair there to the benefit of the monks, from Easter Monday until Tuesday in the following week, with stallage, tronage, passage, and all other things belonging to a fair. So the Abbot and his predecessors built houses, booths and lodges on their own proper soil to sustain their fair and collected stallage, as is the custom of a fair, during the whole of the fair, whereby their house was able to sustain twenty monks more than it could have done otherwise. But now the King's bailiffs make

¹ Curia Regis Roll 146, m. 10, 10d (Easter or Ascension 36 Henry III). This plea was not included in the text of the present volume owing to its length, but a short summary is given here. For the origin and constitution of this fair, see Vol. I of this edition, p. xxviii sq. Reference is also made to this case by Mathew Paris, *Hist. Maj.*, v, 297, where it is regarded as a direct attack on the liberties of the Church by the King or his ministers. Here the burgesses of Huntingdon seem to have common interests with the church of Ramsey, but a few years later they were engaged in litigation with the Abbot with regard to tolls accruing from an expansion of their charter at the latter's expense (*Law Merchant*, i, xxix sq.; cf. Ramsey Cartulary, ii, 67 and *passim*). An echo of these disputes reaches us from records of the Parliament and Council, while the Ramsey Chronicler heard the clash of arms on the outskirts of the *banleuca*, for the neighbouring potentates of Ely, Peterborough, and S. Edmund's were equally vigilant as to their rights or privileges. For another reference to Ramsey Abbey and S. Ive's fair in this volume, see pp. 86-88.

proclamation in the market-place that merchants will be allowed to remain, after the fair is ended, some 8 days, some 15 days and some for 3 weeks ; and they receive from these rent and stallage to the value of 15*l.* and, though the King has no right in the soil by reason of the above charter, the bailiffs retain 13 marcs. They also take, to the value of 58*s.*, tronage which the Abbot had always taken, both during and after the fair, and for the Abbot's cartage (*carro*) and his horse tolls (*cabalo*), of which the King took nothing, Roger and John take 19*s.* ; and though the Hundred is the Abbot's for all attachments and so forth from pleas there, these issues have been collected by the bailiffs both in fair time and after, contrary to the Abbot's liberties. Therefore he prays the King that he may enjoy his liberties in peace, and that merchants be allowed to come and buy or sell ; whence profit may arise for the sustenance of the monks as was intended by the ancestors of the King who increased his abbey with so many monks and honoured it.

And Roger and John, the King's bailiffs, come and defend force and so forth ; and they say that they do nothing to the detriment of the Abbot's fair, during fair time, and this they are ready to aver by knights and merchants and many others in the fair : but in very truth they say that on the Tuesday after the Close of Easter after the hour of Prime, as has always been the custom, they come to the fair by the King's precept, with his letters patent, to deal with matters belonging to the King after the Abbot's time. As to what the Abbot has said about their taking rent (*locagium*) and stallage to 15*l.* from his houses, stalls, lodges, barges and ships, they reply that they have taken nothing in the Abbot's own time, but in very truth the Abbot has no rights as of his own soil in the places where the houses, etc., stand because it is the King's highway. And so all the water, to a certain weir (*gorges*), is the King's and none can fish or traffic there with merchandise after the Abbot's day, or before, except during fair time without the assent of the King's burgesses of Huntingdon. And immediately after the fair these burgesses send out their bailiff by water as well as by land, and on the roads and sites of the fair, to take tolls of all merchandise passing thereon as pertaining to their ferm of Huntingdon. And so the Abbot cannot be and ought not to be the only lord of the soil of this fair ; and so the King is quite justified (*bene licet*) in taking stallage after the Abbot's fair from those coming there while the period of the King's fair lasts.

As to the allegation that the King's bailiffs take 13 marcs from lodges, etc., these are on the King's highway which leads to the Abbey Church and from these no Abbot has taken tolls, etc., except in the third week, when the fair is in the King's hand ; and then the bailiffs come and take stallage and divide it at their will ; and so the King has always been seised of his stallage. And in the preceding year, because the bailiffs would not render to the King his share of stallage, the bailiffs made distraint for all, and the Abbot had to come and find pledges to render stallage or acquit them of it to the King. And because they have not yet made quittance or paid stallage for this year, they seized for the King 13 marcs and allotted to the Abbot his share thereof for the period of his fair. And if this action was justified it will stand ; but if not, the King can amend it at his will ; for whatever they have done has been for the King's benefit.

As to horse toll (*cabal[agium]*) and cartage (*carr[agium]*) and portage (*portagium*), they say that they took nothing during the Abbot's fair; but when the fair came to the King's hand . . . the porters, as in all fairs, and security is given to carry merchandise bought . . . and two or three give security for all; and they shall pay customs dues to the King, and they took for him in his fair time 19s.

And so of tronage, nothing in the time of the Abbot's fair, but of things coming in after, they took 52s.

As to attachments arising from pleas in the Hundred Court, they have done nothing; but in very truth the Abbot can claim no jurisdiction in the fair, nor in the market, after his own time. The merchants arriving after the Abbot's fair, as invited, came to inquire of the King's officers what customs were used or due there while the King's fair lasted with respect to food and drink; and it was replied that all came there to make their profit of their merchandises. And some would have victuals at a greater price, some cheaper still, so that they (the bailiffs) could set no assize of eating or drinking nor was there even any custom, but every one of them (the traders) might buy and sell at his own will, either dear or cheap.¹

The Abbot comes and says that the whole town where the fair is held is his proper soil, and the water too up to mid-stream; that the King never took stallage, and that carriage, portage and tronage were always the Abbot's, in fair time as well as in the King's time, and the King took only customs dues from merchandise and issues arising from pleas in his time, and all other things belong to the sustenance of the monks by grants of the King's ancestors made as to the owner of the soil.

And Roger and John come and say that the soil cannot be the Abbot's for it is the King's highway and most of the town of the fair is held of the King by serjeanty in chief; but the Abbot and others have much encroached on the King by water and road and on his serjeanty. And it befell once that the Abbey was void seven years and kept for the King: and before that the Abbot was wont to take for every frontage only 2s.: but the keeper during voidance took for the King from those frontages 9s. or 10s. or 13s. 4d.: and the Abbot now has the frontage that he ought to have and that was approved to the King's use; and likewise the said frontage is increased now to 20s. or 2 marcs, more or less.

Afterwards provision was made by the King and his Council for inquiry to be made by the oath of 12 knights of Cambridgeshire and Huntingdonshire accustomed to frequent the fair, the usages of which are known to them from the date of the grant to the 36th year [of Henry III] as to the water—if it is the King's, with the fishing and passage; and as to the King's highway through the fair and market-place; and as to what goods should be subject to tronage and when; and if the Abbot should have portage in respect of his carriage while the fair lasts; and especially for how long the fair should be in the Abbot's hands and in the King's, respectively; and as to the serjeanty and the Abbot's soil; and if the Church has encroached since the grant of the fair; and what encroachments they are.

¹ The frontage of a row of houses might be reserved to the Abbot in fair time (*Law Merchant*, I, p. xxxii, n. 6).

APPENDIX V.

‘The Manor Reeve’ as an Industrial Factor.

DRIBY *v.* OKETHORPE (Mich. T. 32 Edw. I, 1304–1305).(m. 15.)
Lincoln’.(m. 1) ¹Placita.

Robertus de Okethorp’ summonitus fuit ad respondendum Radulpho de Dryby de placito quod reddat ei rationabilem compotum suum de tempore quo fuit ballivus suus in Baston’, etc.

Et unde predictus Radulphus per atornatum suum queritur quod cum predictus Robertus extitisset ballivus suus in manerio suo de Baston’, a festo S. Marci Evangeliste, anno regni regis Edwardi, filii regis Henrici, tricesimo secundo, usque festum Apostolorum Petri et Pauli anno regni regis Edwardi tricesimo tercio, habens administracionem de omnibus bonis suis in eodem manerio existentibus, quod quidem manerium valet per annum quadraginta libras, idem Robertus, licet pluries requisitus quod predicto Radulpho compotum suum de predicto tempore redidisset, idem Robertus compotum suum predicto Radulpho nondum redd[id]it, set adhuc contradicit. Unde dicit quod deterioratus est et dampnum habet ad valenciam viginti marcarum. Et inde producit sectam, etc.

Et Robertus venit et defendit vim et injuriam quando, etc. Et dicit quod quidam Galfridus Fige a predicto festo Sancti Marci eodem anno fuit prepositus² ipsius Radulphi in manerio predicto, et recepit omnes proventus et proficua ipsius manerii de tempore illo. Et quia idem Galfridus minus bene disposuit de rebus ipsius Radulphi in eodem manerio, idem Robertus ad rogationem ipsius Radulphi supervidit quod idem Galfridus melius disponeret de rebus illis. Ita quod nichil inde recepit de tempore illo,³ et hoc paratus est verificare, etc. Et de tempore a festo Annunciationis Beate Marie usque ad predictum festum Apostolorum Petri et Pauli dicit quod ipse recepit de bonis ipsius Radulphi in manerio predicto et inde paratus est ei reddere compotum, etc.

Et predictus Radulphus dicit quod idem Robertus fuit ballivus suus in manerio predicto per totum tempus predictum prout queritur, et recepit bona illius manerii; unde tenetur ei compotum reddere. Et hoc petit quod inquiratur per patriam: et Radulphus similiter. Ideo preceptum est vicecomiti quod venire faciat hic, in Crastino Animarum, xii., etc., per quos, etc.: et qui nec, etc., ad recognoscendum, etc. Quia tam, etc.

Ad quem diem vicecomes non misit breve.⁴

¹ Common Plea Roll 171.

² The manor reeve was normally the appointed or elected representative of the customary tenants, and therefore Geoffrey might normally have been an officer of the manorial curia while Robert was bailiff. But ‘prepositus’ might also signify a reeve or provost who performed the same duties as a bailiff and had the same responsibility. The Dribys were lords of Tatersall a little later, if not then.

³ This does not mean that he received no stipend for these activities, but that he was not chargeable as the receiver of the lord’s revenues during this period, as acknowledged (below) for a later period.

⁴ The sheriff is therefore ordered to summon a jury for a date 15 days from Easter, unless the Justice of the Assize should hear the case first. And hereupon the defendant is mainprised by four mainpernors.

Lincoln.

Robert of Oakthorpe was summoned to answer Ralph of Driby on a plea that he do render to him his reasonable account for the time that he was his bailiff in Baston, etc.

And whereupon the aforesaid Ralph, by his attorney, complains that whereas the aforesaid Robert was his bailiff in his manor of Baston from the Feast of S. Mark the Evangelist in the thirty-second year of the reign of King Edward son of King Henry till the Feast of the Apostles Peter and Paul in the thirty-third year of the reign of King Edward, having the administration¹ of all his goods being in the same manor, which manor, indeed, is worth forty pounds by the year, the same Robert, though often requested that he should render his account of the aforesaid time to the aforesaid Ralph, has not yet rendered his account to the aforesaid Ralph, but still refuses. Whereby he says that he is the worse and has loss to the value of twenty marcs. And thereof he produces suit, etc.

And Robert comes and defends force and injury, when, etc. And he says that a certain Geoffrey Fige was the reeve of him, Ralph, in the manor aforesaid, from the aforesaid Feast of S. Mark in the same year, and received all proceeds and profits of the same manor for that time. And because the same Geoffrey did not dispose over well of the things of him, Ralph, in the same manor, the same Robert, at the request of him, Ralph, had supervision, so that the same Geoffrey should dispose better of those things. So being that he received nothing for that time, and this he is prepared to aver, etc. And for the time from the Feast of the Annunciation of the Blessed Mary to the aforesaid Feast of the Apostles Peter and Paul, he says that he received the goods of him, Ralph, in the manor aforesaid, and he is prepared to render to him an account thereof, etc.

And the aforesaid Ralph says that the same Robert was his bailiff in the manor aforesaid during the whole time aforesaid, as it is complained, and he received the goods of that manor, for which he is bound to render an account to him. And this he asks, that it may be inquired by the country: and Ralph likewise. Therefore precept is made to the Sheriff that he is to make to come here on the Morrow of All Souls 12, etc., by whom, etc., and who neither, etc., to make recognition, etc. Because as well, etc.

At which day the Sheriff did not send the writ.²

¹ It is noticeable that the 'words of court' here are not 'having the care and administration,' etc. (*cf.* p. lxxviii).

² See footnote 4 opposite.

APPENDIX VI.

¹ Trial of Hanse Merchants claiming to be of the London Teutonic Hanse (1309–1310).ADAM THE CLERK *v.* MERCHANTS OF THE HANSE.

The King sent his writ and greeting to his Justices appointed to hold pleas before him in some such words as these. Whereas lately the King's beloved merchant Adam, the clerk of Lynn, laded in the parts of Payton his ship *La Plente* of Lynn (valued at 100*l.*) with salt of Payton, lampreys of Nantes, bales of 'bugey'² and other goods and merchandises to the value of 200*l.* towards the town of S. John of Perth in Scotland, to make his profit thereof, and also in aid of the sustenance of the King's garrison of the same town, Henry of Rithinghouse and other malefactors of the towns of Griefswald, Stralsund and Lubeck despoiled his ship while sailing along the coast between Yarmouth and Blakeney, and having slain many of the crew took the ship into Aberdeen and sold those goods and the robes of the slain and thence took ship to Stralsund, where they had their will of ship and goods which they still detain from the King's merchant, to his loss and to the manifest depreciation of his estate. Wherefore the King has asked the échevins of those towns, by his special letters, to hear the complaints of those merchants and to give satisfaction, so that for default of justice the King may not seek some other remedy.

This letter Adam sent by an attorney to those échevins, but they have done nothing as appears by letters patent under the common seal of the King's city of London, and the King, not wishing to fail his merchant in this matter, ordered the bailiffs of the earl of Richmond of S. Botulph's to arrest all goods and merchandises of the aforesaid towns (except those of merchants of the Hanse of Almaines of London) up to the value of 100*l.* : also the bailiffs of the liberty of Ravenspur³ to make the like arrests up to the value of 200*l.* until the merchant aforesaid has received satisfaction to the amount of 300*l.* claimed by him in respect of his losses, or until those bailiffs shall hear further from the King in this matter. And they were to certify the King under their seals⁴ as to what sort of goods, and whose they are and of what value, they have arrested.

The bailiffs of S. Botulph's returned that they had arrested accordingly goods, etc. (consisting mostly of pelts, leather and dried fish), owned by Tidemann of Minster and other merchants of Lubeck, etc., and the bailiffs of Ravenspur return that they have arrested in a ship of Lubeck goods, etc., of Everard Pape and other merchants of Lubeck [*a list of merchants follows in the roll*], and that the master of the aforesaid ship and the before-named merchants did not claim to be merchants of the Hanse of Almaines in London ('Guilhalla Teutonicorum vulgariter nuncupata'⁵) : but since the arrest of their goods

¹ Summary of Coram Rege Roll 241, rot. 64.

² This may be lambs' wool ('budge') or the bark of a tree ('bugie').

³ This was the archbishop of York's liberty.

⁴ Cf. above, Appendix III (p. lxxxvi), for a specimen of such certificates.

⁵ Otherwise 'Hansa Teutonicorum Londonie commorantes.'

all these merchants alike have gone to the Chancery and have asserted they are merchants of the Hanse, produced their charter ¹ on which they offered themselves and were ready to aver that they should not be subject to the process of the court, and so asked for judgment. Adam says, by his attorney, that on the day of the arrest those merchants did not belong to the Hanse so as to be privileged, and this he offers to aver, and the merchants likewise, that they are of the Hanse of London and ought to enjoy the privilege of their charter. Whereupon the King, to know more fully the truth of the matter, orders the sheriff to summon 24 jurors conversant with both forinsec and intrinsic merchants of London, and the sheriff of Middlesex 24 foreign merchants to make recognition.

By pretext of which writ (28 April 13 Edward II (1320)) the sheriffs of London were ordered to have before the King's Justices in 15 days from Holy Trinity next all those merchants to say if they have anything to object why an inquisition of the matter should not be taken, and the same day is given to Adam le Clerk.

At which day Adam comes, by his attorney, and the merchants come by their three attorneys (as above); and the sheriff returns that all the rest are not found and have nothing in his bailiwick. Therefore an inquisition should be taken in their default.

And the merchants, asked what they have to say, say nothing. And the sheriffs of London are ordered to summon 24 merchants of the city conversant with other merchants both forinsec and intrinsic; and the sheriff of Middlesex to summon another 24 to make recognition with the others as to the truth of the matter.

And be it known that three days before the plea was held William de Eyreminne sent here a certain bill sealed with his seal, to the effect that all the Almain merchants save three came before him in the Chancery and appointed the other three their attorneys. Afterwards at Hilary in the 14th year, the inquest having been respited till then, the parties and their attorneys come.

And the jurors come and say on oath that Tidman and all the rest were at that time merchants of the Hanse of London and still are. Therefore it is awarded that Adam take nothing by his claim but is in mercy. And that the ship and goods of those merchants are to be dearrested and delivered up to them.

And afterwards the King sends a bill to Henry le Scrope under the great seal of his Chancery, that the King wished to be certified of the above inquisition, and therefore it is to be sent to him in his Chancery under the seal of Henry le Scrope with all things touching the same, together with this bill: by pretext of which mandate the said record is sent to the King in his Chancery, etc.

¹ The record recites some of the notable privileges of their charter, including immunity from actions for debt or trespass wherein they were not the debtors or 'perpetrators' nor their chief sureties; cf. *Hansische Geschichtsquellen*, ed. C. Kunze, Bd. 6.

APPENDIX VII.

The Law of Merchants on the Sea.

The two documents printed here may perhaps be taken as indicating successive stages of the development of the subject and should be compared with those printed above in Appendix II *c*, Appendix III, and Appendix VI, and below in Cases 21, 35, 38, and 41. In VII *a* (below) we find organized spoil of alien shipping tolerated as prize of enemy goods after an inquiry supervised by the King in Council, but without definite results. In VII *b* a case of felony at sea was decided in a civil court and remained a precedent, though this should perhaps be subject to some qualification.

(a)

¹ Record and Process had before Master Henry de Newark and other Auditors appointed by the King and Council to hear certain complaints of certain merchants of Spain, Portugal and Placentia of certain trespasses committed by William de Saut (as they say)—in the King's Parliament held at Canterbury, after Easter in the twenty-first year.² The merchants come and complain of William de Saut and other merchants of Bayonne, that when they as faithful merchants crossed the sea with their ships laden with diverse merchandises, William de Saut and the others came in their ships and made an assault on them and took one of their ships by force and arms and spoiled it and carried it off to Portsmouth with goods to the value of 3000*l*. And they ask that their goods be restored to them with their damages.

Moreover, they say that when they freighted a ship of England in a Breton port to carry goods to Flanders, which ship was driven by a tempest into the Portsmouth harbour, the aforesaid William and another caused that ship to be arrested by the sheriff of Southampton, which goods are still detained by William and he asks that these goods also be returned to them.

The defendants plead that it was proclaimed throughout the whole of Spain, by precept of the King of Castile, that whenever merchants of Bayonne landed there, their heads should be at once cut off and their goods should be arrested, whereby a great slaughter was made, many times, of seamen of Bayonne, with arrest of their ships and goods to the loss of the burgesses of Bayonne 20,000*m.*, etc. And one burgess of Bayonne says here now that his ship lately touched at Lisbon, and was at once taken by Spaniards and Portuguese, and all aboard were slain, and goods worth 3000*m.* spoiled.

And William and Andrew say that they were pursuing two ships of Spain laden with goods of the enemies of the King of England, himself allied with the burgesses of Bayonne, and they took one of them as being enemies of the

¹ Chanc. Misc. 13/1/16.

² It will be seen that reference is again made to the 'Ras S. Matthieu' in this case. It is rather disappointing to find, from directions given in the Patent Roll on 12 June 1299, that the above decision was regarded as only provisional and that a further disposition of the Spanish prizes was contemplated.

King's burgesses aforesaid and took it into Portsmouth. And another Spanish ship which they were pursuing put into S. Matthew's Race where they transhipped crew and cargo into an English ship freighted for 50*l.* sterl. to Flanders ; which ship William and his fellows pursued ; and when it was driven into Portsmouth they had it arrested until it was delivered by the King's writ. And they say they are not bound to answer the aforesaid merchants as being the King's enemies, and as they were justified in making profit of those goods as of the King's enemies : whereof they ask judgment.

The merchants of Placentia ask leave to make agreement with William and obtain it, and they fine with William in 100*m.* to recover their goods.

But the Portuguese say that they were never the King's enemies nor enemies of the burgesses of Bayonne, and this they are prepared to aver by testimony of the King of Portugal and of others worthy of credit, or otherwise as the court awards.

And therefore it was awarded that all the goods of the said Portuguese be delivered to the merchants of the Society of the Ricci of Lucca for safe keeping until the King makes other ordinance herein. As for the merchants of Spain, because it was notorious from the proclamation of the King of Castile, which those merchants saw and read, and of other evidence from Gascony and Bayonne, that they were in enmity, therefore William and his fellows shall retain the goods aforesaid as their own spoil of their own manifest enemies. And William is directed by the Council as to giving a portion of the spoil to the merchant who was spoiled in the port of Lisbon ; and he at once gave him 200*l.* in the presence of the auditors.

(b) ¹ Pilk v. Venere.

² Edwardus Dei gratia, Rex Anglie et Francie et Dominus Hibernie, dilectis sibi majori et ballivis ville Bristollie salutem. Volentes certis de causis certiorari super tenore recordi et processus loquele que fuit coram vobis in curia nostra [ville predictae] sine brevi nostro, *secundum legem de Olerun deducta* ³ inter Henricum Pilk et Jurdanum Venere, magistrum navis vocate la Graciane de Baion', de quadam transgressione Johanni de Cornubia servienti predicti Henrici per Johannem de la Rule et Bartholomeum de Bernes, servientes predicti Jurdani, juxta Britanniam illata, ut dicebatur, vobis precipimus quod tenorem recordi et processus predictorum nobis in Cancellariam nostra sub sigillis vestris discrete et aperte sine dilatione mittatis et hoc breve. Teste me ipso apud Wyndesore, tercio die Junii anno regni nostri Anglie vicesimo quarto, regni vero nostri Francie undecimo.

³ Venerabili in Christo patri, domino Johanni Dei gratia Wygorniensi Episcopo, domini Regis Cancellarii, vel ejus locum tenenti, sui humiles et devoti Robertus Gyene, major ville Bristollie, Edmundus Blanket et Johannes de Castelacra, ballivi libertatis ejusdem ville, salutem cum omni reverentia et honore. De tenore recordi et processu loquele que fuit coram nobis in curia domini Regis ibidem, sine brevi, inter Henricum Pilk et Jurdanum Venere, magistrum navis vocate la Graciane de Bayon' in placito transgressionis, prout per breve domini Regis nobis directum fuit, vos inde certificatos, sub sigillis nostris vobis, si placet, mittimus in hiis scriptis.

⁴ Ad placita Tolseti tenta [coram majore et ballivis ville Bristollie, in curia domini Regis] ibidem, die Martis proxima post festum Epiphanie Domini, anno regni Regis Edwardi nunc xxiiij^o.

Henricus Pilk querens optulit se versus Jurdanum Venere, magistrum navis vocate la Graciane de Bayon' de placito transgressionis per plegium, etc. Et unde queritur quod secundum legem et consuetudinem *regni domini Regis Anglie ac leges de Oleron* unusquisque magister navis tenetur respondere de quacunque transgressione per servientes suos in eadem navi facta. Ac Johannes de la Rule et Bartelot de Bernes, servientes predicti Jurdani, magistri navis predictae, die Mercurii proxima ante festum Omnium Sanctorum, anno [regni] predicti Regis Edwardi xxiiij., in mari juxta Britanniam, in eadem navi, de Johanne de Cornubia, serviente predicti Henrici, xxijl. in auro, arcus, sagittas, gladios et alia bona et catalla, ad valenciam xli., ceperunt et asportaverunt injuste, etc., ad dampnum predicti Henrici, lxi. Et si predictus Jurdanus hoc velit dedicere, predictus Henricus paratus est probare, etc.

¹ Chancery Miscellanea, Bdle. 59, File 2, No. 48, mm. 1, 2, and 5-7.

² From the Bristol Tolsey Court. See Introduction, pp. xxvii, xxviii.

³ The interlined words printed in italic may be interpolated, those in brackets seem merely supplied. The writ is indorsed with the usual notification of return. This and the certification are found in the original file and not in a slightly later file which incorporates these and other interpolations.

⁴ Chancery Miscellanea, Bdle. 59, File 2, No. 48, mm. 2 and 6.

(b) *Pilk v. Venere.*

Edward by the grace of God, King of England and France and Lord of Ireland, to his beloved mayor and bailiffs of Bristol, greeting. Wishing for certain causes to be certified upon the tenor of the record and process of the plea which was before you in our court [of the town aforesaid] without our writ, [carried out according to the law of Olerun]¹ between Henry Pilk and Jurdan Venere, the master of the ship called 'La Graciane' of Bayonne, concerning a certain trespass committed, as it was said, on John of Cornwall, servant of the aforesaid Henry, by John de la Rule and Bartholomew de Bernes, servants of the aforesaid Jurdan, near Brittany, we order you to send the tenor of the record and process aforesaid to us in our Chancery under your seals discreetly and openly without delay, and this writ. Witness myself at Windsor the third day of June in the twenty-fourth year of our reign of England, but of our reign of France the eleventh.

To the venerable father in Christ, the lord John, by the grace of God bishop of Worcester, the lord King's chancellor or to his lieutenant, his humble and devoted Robert Gyene, mayor of the town of Bristol, Edmund Blanket and John of Castle-acre, bailiffs of the liberty of the same town, greeting with all reverence and honour. We send to you in these writings as by the lord King's writ we were directed, to certify you thereof under our seals (if it please you) concerning the tenor of the record and process of a plea which was before us in the court of the lord King there, without writ, between Henry Pilk and Jurdan Venere, master of the ship called 'La Graciane' of Bayonne, in a plea of trespass.

At the Pleas of the Tolsey; held before the mayor and bailiffs of the town of Bristol, in the court of the lord King there, on Tuesday next after the Feast of the Epiphany of Our Lord, in the 23rd year of the reign of the now King Edward.

Henry Pilk, plaintiff, puts himself against Jurdan Vener, master of the ship called 'La Graciane' of Bayonne in a plea of trespass, etc. And whereof he complains that, according to the law and custom of [the realm of the lord King of England and the law of]¹ Oleron, every master of a ship is bound to answer for any trespass whatsoever committed by his servants in the same ship. And John de la Rule and Bartelot de Bernes, servants of the aforesaid Jurdan, master of the ship aforesaid, on Wednesday next before the Feast of All Saints in the 23rd year of the [reign of the] aforesaid King Edward, on the sea near Brittany, in the same ship, took and carried away from John of Cornwall, servant of the aforesaid Henry, 22*l.* in gold, bows, arrows, swords and other goods and chattels, to the value of 40*l.*, unjustly, to the loss of the aforesaid Henry 60*l.* And if the aforesaid Jurdan wish to deny this, the aforesaid Henry is ready to prove, etc.

¹ The words in square brackets are interlined in the record.

Et predictus Jurdanus venit et dicit quod lex *Anglie et de* ¹ Oleron talis est quod si aliqua bona et catalla magistro alicujus navis liberata sunt custodienda, unde idem magister pro eisdem vel aliqua alia re in eadem navi facta manucapietur, illo modo magister navis tenetur respondere et non alio modo. Et super [hoc] petit judicium.

Et predictus Henricus dicit quod unusquisque magister navis tenetur respondere de quacunque transgressione per servientes suos in navi sua facta, et petit judicium similiter.

Et super hoc predictae partes habent diem hic, die Sabbati proxima post festum Sancti Hillarii proximo futurum, ad audiendum judicium suum, etc. Ad quem diem predictae partes venerunt et petierunt judicium suum, etc. Et recitatis recordo et processu predictis in plena curia coram majore et ballivis et aliis probis hominibus ville ac magistris et marinariis,² visum fuit curie quod unusquisque magister navis tenetur respondere de quacunque transgressu per servientes suos in navi sua facta. Ideo consideratum est quod predictus Henricus recuperet dampna sua *xli*. versus predictum Jurdanum, per curiam taxata, et nichilominus idem Jurdanus pro transgressione predicta in misericordia.

¹ 'Anglie et de' interlineated in original return.

² See the *Bristol Red Book* (ed. Bickley, ii, 186) for an interesting account of the establishment of a guild of mariners in Bristol. Ordinance 5 relates to penalties for theft and to general discipline.

And the aforesaid Jurdan comes and says that the law of [England and]¹ Oleron is this, that if any goods and chattels are delivered into the custody of the master of any ship, whereupon the same master gives surety for the same or for any other thing done in the same ship, in that wise the master of the ship is bound to answer, and not otherwise. And hereupon he seeks judgment.

And the aforesaid Henry says that every master of a ship is bound to answer for any trespass whatsoever done in his ship by his servants; and he seeks judgment likewise.

And hereupon the aforesaid parties have a day here, Saturday next after the feast of S. Hilary next coming, to hear their judgment, etc. At which day the aforesaid parties came and sought their judgment, etc. And the record and process aforesaid having been recited in full court, before the mayor and bailiffs and other proper men of the town, and the masters and mariners, it seemed to the court that every master of a ship is bound to answer for every trespass whatsoever done by his servants in his ship. Therefore it is awarded that the aforesaid Henry is to recover his damages, 40*l.*, against the aforesaid Jurdan, taxed by the court; and moreover the same Jurdan for the trespass aforesaid, in mercy.

APPENDIX VIII.

² THE CIRENCESTER GILD MERCHANT (1417).

The Gild Merchant and the Law Merchant.

Abbot of Cirencester *v.* Men of Cirencester.

(a) ³ Writ of *Certiorari* dated 12 November 5 Henry V (1417) to Wm. de Hankforde (C.J.) to send the record, etc., of the plea which was before the King in his Chancery by Writ of *Scire facias*, between the abbot of Cirencester and the men of that town. So that the same men may show if they have anything to say why the charter lately made to them should not be revoked and annulled as being in derogation of the liberties, etc., of the said abbot.

[*Indorsed*] Reply of William de Hankeford (C.J.). The execution of this writ appears from the schedule attached.

¹ The words in square brackets are interlined in the record.

² Much interesting information was collected from the Chancery records and published by Canon E. A. Fuller between 1878 and 1897, but as this serial publication is not particularly concerned with the proceedings relating to the revocation of the charter of Henry IV, a brief summary has been printed in this Appendix as it appears to have been Professor Gross's intention to include the case. The local conditions are dealt with by Canon Fuller in the Bristol and Gloucestershire Archaeological Society's *Transactions*, vols. ii, ix, xviii and xx. For the interest of this case in connexion with the Law Merchant, see Introduction, pp. xxix-xxx.

³ Chancery Miscellanea, Bdle. 59, File 1, No. 29 (b), m. 1 (*cf.* Coram Rege Roll Hil. 1 Hen. V (K.B. 27/611/m. xxx) and Inq. A.Q.D. 4 Hen. IV, no. 13, and A.P., E. 98).

(b) ¹ Tenor of the record and process of which mention is made in the writ attached to this schedule.

Gloucestershire: Be it remembered that the venerable father Henry, Bishop of Winchester, chancellor of the lord King, delivered here in court, by his own hands, in this same term, a certain writ of *Scire facias* [dated 28 November 1 Henry V] and directed to the Sheriff of Gloucestershire; [as follows]

The King to the Sheriff of Gloucestershire reciting charters dated between the reigns of Richard I and Richard II (inclusive) with special reference to grants of courts, markets, fairs and other liberties and franchises, including the town court (Tolsey), view of Frank pledge and all manner of pleas of contracts, etc., for the town and hundred with the assize of bread and ale, wine and victuals, weights and measures, besides tallages, etc., and other profits, and a court of Pie Poudre which is held before the abbot's steward or bailiffs from hour to hour when opportune; all which the abbot of Cirencester and his predecessors have enjoyed peacefully until lately by colour of a charter dated 14 July 4 Henry IV, the men of Cirencester were granted, *inter alia*, a gild merchant, namely for the merchants of that town and their successors to assemble yearly on the morrow of the Epiphany in a certain place to elect a master and governors, officers and ministers of that gild, which was to be free of all local courts, visitations, castle works, tolls and dues of all sorts for their merchandise throughout England and elsewhere throughout the whole power of the king's said father, by land or sea, wherever he could give them liberty: and the master of this gild might have a clerk to receive and make recognizances of debts, under the statute of Acton Burnel, and certify the same to the Chancery under the official seal for ever.² Moreover the master as well in the presence of the late King and his heirs as in their absence was to have within the gild assays of bread and beer and victuals together with all profits of justice from trespasses, amerciaments, etc., for their own use, whereas the bondmen of the abbot (now admitted into the gild) refuse to do due services or to pay reasonable tolls in Cirencester market. And because of the obstructions of the abbot's tenants (*minus juste*) in the levying of the abbot's revenues by his officers, to the loss and grievance of that church and the peril of its disinherittance, the King wishes to revoke and annul his said father's charter; and not wishing that the abbot should be injured, the sheriff is ordered to let the men of Cirencester know that they are to be before the King in his Chancery in the Octaves of S. Hilary to show what they may have to say why the said charter should not be so revoked and annulled.

Indorsed by the Sheriff that he has let them know by good men of his bailiwick that they are to be before the King then to hear, etc.

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¹ Chancery Miscellanea, Bdle. 59, File 1, No. 29 (b), m. 2.

² As to the confusion between the Statute Merchant and Statute Staple procedure in this connexion see Fuller, *op. cit.*

(c) ¹ On which day, at Westminster, the abbot comes by his attorney and the men come by their attorney, and the abbot says that that charter is in derogation of the abbot's liberties and franchises, etc., especially for those men to have a gild merchant with its own several jurisdiction, since the abbot's tenants now claim to be exempt from suit of the abbot's courts, there being indeed a certain court of Pie Poudre there, held from day to day before the master or governors of the gild, when they please, and the issues of those courts they have for their own use. Again the abbot's bondsmen are admitted to the gild, and as the result they refuse to perform the services due from them [enumerated]. There is also the grant of the assize of bread, etc., and of weights and measures, the proceeds of which are applied to the gild. These and other claims, especially freedom from tolls being in derogation of the abbot's liberties, etc., should be revoked and annulled.²

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¹ The opening of the pleadings between the parties is summarized here and the plea is continued on pp. xcix, c, as stated on the next page (footnote 1).

² A little earlier (1396) a charter to the city of York contains an exclusive privilege, that the King's steward, marshal and clerk of the market are not to enter to perform their office; but in default the Chancellor or his clerks shall correct the same. There is no hint given in these records whether the abbot was assisted in his difficulties with a democratic body of customary tenants and townsmen by the advice of a seignorial council such as that of S. Alban's, whose activities have been so well described by Professor Levett; but some hints are given as to a personal backing.

¹ Et predicti homines de Cirencestria dicunt quod ipsi, virtute carte predictae per prefatum nuper Regem Henricum [iv], patrem domini Regis nunc, eis de gilda mercatoria confecta, clamant habere gildam mercatoriam sub hac forma, videlicet ad habendum et tenendum curiam mercatoriam simul cum legibus mercatoriis plenarie utendis. Que quidem curia de jure debet habere cognitionem omnimodorum placitorum mercatoribus ratione quorumcumque mercandisorum pertinencium, sicut de debitis, transgressionibus, convencionibus factis, et de compotis, necnon de quibuscumque aliis rebus mercatoribus et mercandis spectantibus sive pertinentibus; utpote de servientibus et apprenticiis a serviciis magistrorum suorum recessis vel elongatis; et tam de deceptions et mercandisacionibus factis, quam quibuscumque aliis deceptions ac quibuscumque transgressionibus contra pacem domini Regis factis; simul cum omnimodis accionibus personalibus et aliis accionibus, exceptis hiis que tangunt regalitatem et coronam regiam, sicut prodicionibus, felonis, transgressionibus vi et armis factis, murdris, raptibus mulierum, insidiis, et aliis hujusmodi.

Et in curia illa nullus poterit alium indictare, nec curia illa inquirere poterit de rebus ad coronam pertinentibus aut aliquam feloniam terminare. Et in eadem curia cognicio poterit habere de quibuscumque accionibus debiti virtute scriptorum talliarum vel obligationum quocumque modo hujusmodi debitum fuerit debitum. Et ipsi qui fuerint forinseci et non infra gildam franchisesiati per corpora eorum erunt attachiati et prisone commissi quousque plegios invenerint ad respondendum parti querenti infra cur[i]am predictam. Et quilibet querens tam indigenus quam forinsecus inveniet plegios de proseguendo querelam suam antequam eadem querela intretur vel pars defendens arestetur. Et nulla persona recipietur per plegios vel manucaptos in eadem curia nisi ipse fuerit commorans infra precinctum gilde predictae et in eadem gilda franchisesiatus.

Et defendens postquam condemnatus fuerit omnibus diebus morabitur in prisona infra gildam predictam absque tradicionem in ballium vel alia deliberacione sine assensu partis ad cujus sectam fuerit condemnatus. Et custos ejusdem prisonis, vel ille qui ad custodiendum prisonam illam ordinatus fuerit, respondebit cuilibet querenti de quocumque franchisesiato vel non infranchesiato in prisonam predictam commisso, et de summa in qua ipsum contingat condempnari.² Et processus faciendus versus personas in gilda predicta franchisesiatos erit summ[onitio], attach[iamentum], et distr[ictio]; et pro defectu districtionis ille erit attachiatus per corpus suum. Et hoc privilegium habebit per curiam predictam plusquam unus forinsecus, et aliam favorem non poterit predicta curia sibi facere quam faciet uni forinseco.

Et dicunt quod ipsi virtute carte predictae nuper Regis, patris domini Regis nunc, gilda mercatoria predicta usi sunt et gavisi, simul cum aliis libertatibus, privilegiis et franchisesiis in eadem carta contenta; salvo jure cujuslibet; et petunt judicium si carta illa de libertatibus privilegiis et

¹ The concluding portion of this record, containing the memorable plea of the gild men of Cirencester in defence of their short-lived liberties, and the judgment of the King's court have been printed here in full from the Chancery record. It is also inrolled in the Coram Rege Roll Hil. 1 Henry V referred to above.

² For the insistence on a like responsibility elsewhere see below, pp. ci, cii, and 123.

And the aforesaid men of Cirencester say that they, by virtue of the charter aforesaid made to them for a gild merchant by the late King Henry, father of the now lord King, claim to have a gild merchant in this form, namely to have and to hold a court merchant together with laws merchant to be fully used : which court indeed ought to have cognizance of all manner of pleas pertaining to merchants by reason of merchandises of all sorts, as of debts, trespasses, agreements and of accounts, besides all sorts of other matters touching or pertaining to merchants and merchandises ; such as servants and apprentices withdrawing or absenting themselves from the service of their masters ; and as well deceptions and collective bargainings (*mercandisaciones*)¹ as any other deceptions and any trespasses whatsoever committed against the Peace of the lord King ; together with all manner of personal actions and other actions except those which touch the King's regality and his crown, such as treasons, felonies, trespasses made by force and arms, murders, ravishments of women, plots and others of this kind.

And in that court no man shall be able to indict another, nor shall that court be able to inquire of matters pertaining to the Crown or to determine any felony. And in the same court cognizance may be had of any actions whatsoever of debt by virtue of the writings of tallies or obligations, in whatsoever manner a debt of this sort be owing. And they who are outsiders and not enfranchised within the gild shall be attached by their bodies and committed to prison until they find pledges to answer to the party complaining of them within the court aforesaid. And every plaintiff as well native as outsider shall find pledges to prosecute his plaint before the same court may be entered or the party defending may be arrested. And no person shall be received by pledges or mainpernors in the same court unless he be sojourning within the precinct of the gild aforesaid and enfranchised in the same gild.

And the defendant after he be condemned shall remain day after day in prison within the gild aforesaid, without being admitted to bail or by other delivery without the assent of the party at whose suit he is condemned. And the keeper of the same prisoner, or he who may be ordained to keep that prison, shall answer to every complainant, enfranchised or not enfranchised, committed to the prison aforesaid and for the sum which he may happen to be condemned. And the process to be made against persons enfranchised in the gild aforesaid shall be[by] summons, attachment, and distrainment, and in default of distrainment² he shall be attached by his body. And this privilege he shall have through the court aforesaid more than an outsider,³ and the aforesaid court shall not be able to grant any other favour to its suitors other than it shall grant to an outsider.

And they say that they themselves by virtue of the charter aforesaid of the late King, the father of the now lord King, have used and enjoyed the gild merchant aforesaid together with other liberties, privileges and franchises contained in the same charter, saving every man's right ; and they

¹ Cf. Rymer, *Fædera*, viii, 687 (1408), and the earlier proceedings against Almain merchants referred to in the Introduction (p. xxxvi).

² Where the sheriff returns that the defendant has no goods, etc.

³ For the distinction between intrinsic and forinsec tenants, cf. below, p. 104.

franchesiis predictis, vel aliquibus aut aliquo vel aliqua eorundem revocari et adnullari debeat, etc.

Et super hoc visis per curiam hic tam carta de libertatibus, privilegiis, franchesiis, immunitatibus [et] consuetudinibus prefato nunc abbati et successoribus suis confecta, et confirmacionibus predictis, et aliis articulis quibuscunque in eodem brevi specificatis, quam predicta carta predictis hominibus ville de Cirencestria confecta, necnon brevi predicta; auditis que parcium predictarum hinc inde allegacionibus et rationibus cum matura et diligenti deliberacione, videtur curie hic presertim ex quo iidem homines non dedicunt materias predictas in carta de libertatibus, privilegiis, franchesiis, [et] immunitatibus prefato nunc abbati et successoribus suis confecta, et in eisdem cartis et confirmacionibus predictis, necnon in singulis articulis brevis predicti specificatas, necnon alias materias per ipsum nunc abbatem superius declaratas et allegatas, etc., quod predicta carta predictis hominibus ville de Cirencestria de gilda mercatoria, et aliis franchesiis, privilegiis et libertatibus cedit, et cedere valet, in derogacionem et prejudicium libertatum, privilegiorum, franchisesiorum, immunitatum, consuetudinum et aliorum jurium ipsius nunc abbatis predictorum. Ideo consideratum est quod predicta carta predictis hominibus [etc.] sic facta de predicta gilda mercatoria et omnibus aliis libertatibus [etc.] in eadem carta contentis, quoad eandem gildam mercatoriam et alias libertates [etc.] seu eorum aliqua infra villas de Cirencestria et Mynty predictas, necnon infra septem hundreda eisdem annexa et pertinentia, quoquo modo utendis sive habendis, pro eo quod dicta gilda mercatoria et predictae alie libertates [etc.] ut premittitur, concesse ibidem cedunt et cedere valent in derogacionem et prejudicium libertatum [etc.] ipsius nunc abbatis predictorum, revocetur, adnulletur et penitus infra easdem villas et hundreda pro nullo habeatur, etc.

ask for judgment if that charter of liberties, privileges and franchises or any or any one of the same ought to be revoked and annulled, etc.

And hereupon, after viewing as well the charter of liberties, privileges, franchises, immunities [and] customs made to the aforesaid now abbot and to his successors, and the confirmations aforesaid and other articles whatsoever specified in the same writ, as the aforesaid charter made to the aforesaid men of the town of Cirencester and also the writ aforesaid, and after hearing the allegations and reasonings of the parties on both sides with mature and diligent deliberation, it seems to the court here (especially since the same men do not deny the matters aforesaid specified in the charter of liberties, privileges, franchises [and] immunities made to the before-named now abbot and to his successors and also in the several articles of the writ aforesaid; and also the other materials declared above and alleged by him the now abbot, etc.) that the aforesaid charter to the aforesaid men of the town of Cirencester, of the gild merchant and of other franchises, privileges and liberties, tends and may tend to the derogation and prejudice of the liberties, privileges, franchises, immunities, customs and other rights aforesaid of him the now abbot. Therefore it is awarded that the aforesaid charter so made to the aforesaid men [*etc.*] of the aforesaid gild merchant and of all other liberties [*etc.*] contained in the same charter, which as to the same gild merchant and the other liberties [*etc.*] or any of them within the towns of Cirencester and Mintey aforesaid, as well as the seven hundreds annexed and pertaining to the same, howsoever those liberties are used or had, forasmuch as the said gild merchant and the aforesaid other liberties [*etc.*] granted there, as is premised, tend and may be tending to the derogation and prejudice of the liberties [*etc.*] aforesaid of the abbot himself, is to be revoked, annulled and altogether held for naught within the same towns and hundreds, etc.

APPENDIX IX.

CASES IN THE EXCHEQUER OF PLEAS (1472-1537).

(a) ¹ Procedure of the Court of Pie Poudre at Winchester (1472).

Wallop *v.* Byrt and others, lately bailiffs of Winchester, in a plea of debt.

John Wallop comes before the Treasurer and Barons of the Exchequer by his attorney, 11 November, 12 Edward IV, and complains by his bill against Lawrence Byrt and another, late bailiffs of the town of Winchester, who are present in court, upon the rendering of his account of divers debts leviable to the King within the liberty of Winchester, for that the said defendants unjustly detain 41*l.* 10*s.* because at 9 A.M. in the court of Pie Poudre, held in connexion with the market there,² in the Guildhall of Winchester, by immemorial custom according to the liberties granted to the

¹ Exchequer Plea Roll 158, m. 47.

² For another mention of the activities of this Winchester court in connexion with enforcing payment of the College corn-rents (as fixed by market prices), see Introduction, p. xli *n.*

said city, he, John Wallop, affirmed his plea of debt for 40*l.* before the present mayor and the two late bailiffs, against William Horne of New Sarum and found pledges to sue : whereupon, by ancient custom, a serjeant of the mace and minister of the said court was ordered to summon the defendant before the next court on 10 May at 2 P.M. to answer, and the same day and hour were given to the plaintiff who came in the same court at the above day and hour when the defendant did not appear, and the serjeant reported that he had no goods and was not found, whereupon the serjeant was ordered to take his body and keep it safely and bring it there at 5 P.M. of that day, when the plaintiff came and the defendant was brought up in custody. Whereupon the plaintiff counted that the defendant owed him 40*l.* and detained it unjustly, because at several times and places having been asked to pay the same he had refused and still refuses, to damage of the plaintiff 40*s.* And the bond for the said debt being produced in court the defendant asked to hear the same, of which the clause of defeasance was read, to the effect that payment of 40*l.* under the same deed, due at Martinmas next, would not be exacted provided that a reasonable jointure was settled upon the defendant's daughter Christina on her marriage, but otherwise the deed would take effect.

Hereupon, the defendant being unable to gainsay his writing or to preclude the plaintiff from his action, it was awarded by the court that the plaintiff recover 40*l.* with 30*s.* costs : whereupon the plaintiff forthwith asked for execution of judgment against the defendant, who was committed to prison in the custody of the bailiffs. There he remained till Michaelmas when the bailiffs went out of office, handing over their prisoner to their successors, the present defendants, who set him 'at large' without paying the debt and costs to the plaintiff, though they were often asked to do so.

The defendants' attorney asks to hear the bond read, and after hearing it the defendants say that they are not advised to answer at present, and ask a day for pleading, which is given to the parties in the Octaves of Hilary, when the parties come ; but the defendants being still insufficiently advised, the case is adjourned till Easter and again till Trinity. Then the bailiffs plead that they were not aware of any record of the recovery of any such debt in that court, or that the debtor was committed to their custody by the late bailiffs, for he was not delivered to them for custody as is alleged ; and this they are ready to aver and ask judgment whether the plaintiff ought to maintain his action against them. A day is given to the parties at Michaelmas, when the jury does not come, and thence to Hilary, when the sheriff does not return the writ, and so to Easter, Trinity and Michaelmas following (unless the case is heard first at the Southampton Assizes).

Afterwards a jury being impanelled finds that the bailiffs of Winchester had the debtor in their custody until his debt was paid ; with damages 40*s.* and costs 20*s.* The plaintiff asks for judgment and for increased damages and costs, and on deliberation the Barons award that the plaintiff recover 41*l.* 10*s.* and 20*s.* damages and 40*s.* costs, making, in all, 44*l.* 10*s.* ; the defendants to be in the King's mercy.

(b) ¹ Procedure of the Court of Pie Poudre at Hereford (1469-1470).

Prycard v. Jevan and the Mayor of Hereford in a plea of debt.

John Prycard, late rector of Old Radnor Church, comes before the Treasurer and Barons of the Exchequer, by his attorney, on the 18 January in Hilary Term 12 Edward IV, by bill of complaint against George Monyngton late mayor of Hereford, present here in court, on the rendering of the account of his office at the Exchequer and demands 15*l.* 6*s.* 8*d.* which the said late mayor unjustly detains from him; and this because the court of Pie Poudre at Hereford being a court, by reason of the market there, sitting daily from sunrise to sunset in the Guildhall, the said complainant came there at 9 A.M. on Wednesday 8 January in the 11th year of Edward IV and complained of John ap Jevan for the above debt and found pledges to sue, and then the serjeant summoned the defendant for 3 P.M. of the same day, when the plaintiff comes but the defendant does not appear; and it is ordered that he be taken in default.

On Friday 30 January at 9 A.M., the defendant not having been found, the plaintiff states that according to the ancient custom of that city when he had been duly summoned to appear in three courts, and the plaintiff likewise, and had failed to appear, then the late mayor, at the demand of the plaintiff, may be charged with the repayment of the debt. Whereupon the defendant, asked to hear the proof of debt and having heard it, says that he is not at present advised to answer. Adjournments follow, Prycard now suing George, the mayor, and Jevan the debtor still being 'not found.'

Finally George answers that there is no such record of the premises as the plaintiff supposes. Prycard replies that the record exists in the city court as he is ready to aver: and because the Exchequer court wishes to be certified as to the record, the present mayor is commanded to send up the record on the Octaves of the Purification, 12 Edward IV (1473).

At which day the parties appear and the Hereford court record is returned with the writ, from which it appears that on 30 January, after failing to appear and being arrested, Jevan was allowed to depart and the hearing was adjourned. Eventually the new mayor affixed the official seal to the record. Prycard asks for judgment, but the Barons take time to deliberate. At last in Trinity Term 15 Edward IV (1475) they give judgment for Prycard for 15*l.* 6*s.* with 26*s.* 8*d.* costs and expenses; George to be in the King's mercy.

(c) ² Suit for enforcing the customs of a manor (1526-1527).

More v. Waller.

Sir Thomas More shows that whereas by the ancient custom of his manor of South[borough] (co. Kent) all the tenants should assemble after Michaelmas at the court of the manor and elect one of themselves as bailiff for the ensuing year, to receive all rents, fines, amerciaments and other profits of the

¹ Exchequer Plea Roll 158, m. 78 sq.

² Ibid. 211, m. 6.

said manor, and the bailiff so elected is to pay the profits, etc., received by him to the lord at the next general court of the manor. The aforesaid William Waller Esq^{re}. was tenant of the manor in respect of a certain meadow held by a certain rent and service paid yearly at the court of the manor, and at the feast of S. Luke 18 Henry VIII, being elected himself as bailiff for the said manor, he thereafter refused to serve as such, whereby no profits or rents, etc., can be collected as usual. The plaintiff prays for relief in these circumstances.

(d) ¹ **Suit for the assistance of the court to recover a debt, as being the King's debtor (1537).**

Brayne v. Molyneux.

Edward Molyneux, clerk, rector of the parish church of Siston, Lancs, was attached at the suit of Henry Brayne, merchant tailor, one of the farmers of land in Carleton, Norfolk, now in the King's hand. The parties come by their attorneys on 3 July, the complaint being that the defendant owes the plaintiff the sum of 8*l.* 2*s.* 1*d.* which he unjustly detains, having bought from the plaintiff on 1 November 1530 in the parish of S. Magnus Martyr, London Bridge Ward, 12 $\frac{3}{4}$ yards of black silk called black damask and black satin and tawny camlet, amounting in all to the above sum, which was to be paid 'where and when the aforesaid defendant should be asked by the aforesaid Henry to do so'; and although he has been often asked so to do, he has refused to pay and still refuses, whereby the said Henry is impeded in paying his rent at the King's Exchequer and is the worse and has loss to the value of 40*s.*, and thereupon he brings suit, etc. The defendant defends and asks to hear the writ and further asks for an adjournment. At the day fixed the parties come and the plaintiff is awarded his debt with costs and expenses, 20*d.*, and additional costs 6*s.* 8*d.*, and the defendant is in mercy.

APPENDIX X.

Mercantile suits recorded in the Chancery (13th-16th centuries).

(a) ² Transcript of record brought up before the King's Justices.

The King to John de Stonore : Whereas by the King's writ to the bailiffs of the Abbot of Cirencester they were ordered without delay and according to the custom of that manor to do full justice to Simon atte Cove for a messuage and 2 acres of land with the appurtenances in Cirencester whereof he was deforced by Robert Barbast; and afterwards at the process of the said Robert, by another writ, the King, for a certain cause uncertain in the same writ, suggesting that the same tenements ought to be pleaded upon at the common law and not according to the custom of the aforesaid manor,

¹ Exchequer Plea Roll 211, m. 7.

² Chancery Miscellanea, Bdle. 59, File 1, No. 3.

ordered the Sheriff of Gloucestershire (taking with him four law-worthy knights) to go in person to the court of the Abbot of Cirencester, and in that full court to record the plea had there between the aforesaid parties by the aforesaid writ, and to have the same record before the King's justices of the Bench on a certain day. Which record being made, afterwards by reason of a certain inquiry before the Bench in the 11th year of the reign under a *Nisi Prius*, the King wishes to be certified of the tenor of the record of that pleading. Dated 16 June 13 Edward III.

The transcript of the record shows that, in the plea referred to, Simon comes by his attorney and says that he holds of the ancient demesne of the Crown and he asks that the plea may be remitted to the lord's court.

And Robert comes and says that he holds by the common law from time immemorial (like all the other tenants) and not according to the custom of that manor.

The parties put themselves on the country and the inquisition is taken by the King's justices. The jury finds for Simon and the plea is remitted to the lord's court.

(b) ¹ Transcript of record brought up before the Common Bench,
27 Edw. III (1353).

Hereford. Bartholomew Tyrel, son of Sir Roger Tyrel, was summoned to answer Thomas Hakeluyt, canon of Hereford Cathedral Church, on a plea that he should render a reasonable account for the time in which he was receiver of the money of the said Thomas, namely from S. Barnabas 21 Edward III to Monday before All Saints next, during which time he received 40*l.*, at Dylewe 'ad mercandizandum et proficuum ipsius Thome inde faciendum et rationabilem compotum inde reddendum'; but the said Bartholomew, though often asked, has refused and still refuses to do so; whereby the said Thomas is the worse and has loss, 40*l.*, and thereof produces suit and proffers here in court a certain writing under the name of the said Bartholomew which attests the receipt of the money.

Bartholomew comes and defends and says that he ought not to be charged with the said account, as the said writing 'non est factum suum'; and he puts himself on the county and upon the seven witnesses named in the said writing: and Thomas likewise. Therefore a jury is to be summoned, and be it known that the said writing remains in the custody of William de Herleston, the King's clerk. Bartholomew is mainprised to appear when the inquisition is taken.

(c) ² Bill of Complaint of William Pikeryng, citizen and mercer of London (c. 1448), showing that two debtors bound to him for payment of 100*l.* by writings obligatory have not repaid their debt through the intervention of the mayor of London, who in collusion with them caused the plaintiff to be imprisoned until he surrendered the bond to Roger Tonge, common clerk of

¹ Chancery Miscellanea, Bdle. 61, File 4, No. 115.

² Chancery Proceedings C. 1, Bdle. 1, Nos. 62 and 63.

the city of London, who wrongfully detains the same. The plaintiff, having no remedy at the common law, prays for a writ of *sub pena* to compel the defendant to appear and answer.

In his answer to the above Bill of Complaint the defendant Roger Tonge denies receiving any deed of the plaintiff except in his capacity of common clerk and minister to the mayor and aldermen of London for entries of records. Such a deed was received by the late mayor from the plaintiff of his own will, after the matter therein had been 'deduced' before the mayor and aldermen 'by course of the law merchant.'¹ The said bond is still in the 'safe guard' of the mayor and aldermen in the chamber where such records are kept in the Guildhall, whence (in deference to the liberties of the city and censures of Holy Church) it ought not to be removed except at the command of the mayor and aldermen, according to the defendant's oath of office.

(d) ² Bill of Complaint to William Archbishop of Canterbury as Chancellor (c. 1513) of Thomas Lynton of London, Grocer : showing that he had sold to three merchants of Newcastle divers merchandise, amounting to 40 marcs, to be paid at a certain day ; but when this debt was required of them, the defendants utterly deny ³ the payment of one penny ; and as the plaintiff has no obligation or other writing whereby he might recover the debt, and is therefore without remedy at the common law, a writ of *sub pena* is desired.

⁴ In another Bill presented by the same complainant, he states that he has sold to four merchants sugar, raisins and spices to the value of 14*l.*, to be paid at Michaelmas last ; but when required to pay, the defendants utterly denied, and yet deny, payment. Thereupon the plaintiff brought an action against them at the common law, in answer to which they craftily waged their law, swearing that they never bargained with him, whereby he was obliged to be non-suited ; and having no obligation or writing the plaintiff has no other remedy at the common law. A writ of *sub pena* is desired.

⁵ In a further Bill he complains that whereas he has sold sugar, raisins and spices to four other merchants to the value of 6*l.*, they denied payment and proffered their law, whereby they would have utterly defeated this poor orator unless he had called his action to a non-suit ; and having no writing, etc., he prays for writs of *sub pena* to be issued.

¹ The significance of this admission may be perhaps interpreted by the claim that this was a 'court of conscience.'

² Chancery Proceedings, Early, Bdle. 336, No. 12.

³ *i.e.* refuse, probably, though proof of debt might also be made by payment of earnest money or 'God's penny.'

⁴ Chancery Proceedings, Early, Bdle. 336, No. 13.

⁵ *Ibid.* Bdle. 330, No. 26.

APPENDIX XI.

¹ PROCEEDINGS IN THE COURT OF EXCHEQUER (EQUITY SIDE)
AS TO MARKET TOLLS AT YEOVIL (1608-1615).**1. Bill of Complaint of Jonathan Penny, of Clifton, Dorset, yeoman.**

The abbess and convent of Syon held the borough of Yeovil in fee simple with the scales, sheep-pens, shambles, and waste thereto appendant, and two fairs and a weekly market with the liberties, profits, tolls and commodities thereof, all of which passed at the Dissolution by Act of Parliament to the then King and his successors by force, whereof the premises were demised by letters patent, dated 40 Elizabeth, to Sir Ralph Horsey of Clifton for life ; who assigned his right and interest to the petitioner ; who enjoyed the profits of the same until, recently, eleven of the inhabitants of Yeovil, having got possession of divers evidences relating to the premises, have for the last two years or more, without any rightful title or lawful grant, intruded on the petitioner's freehold by setting up a common beam and balance on market days for weighing merchandise to be bought or sold in the same markets, as for weighing cheese, butter, and hemp, taking 1*d.* toll for every draught,² great or small, and other charges previously made by the petitioner as his Majesty's farmer, in contempt of the King's majesty and hindrance of the petitioner in paying his rent. Wherefore he prays for the issue of a writ of *sub pena* commanding the defendants to appear in the Exchequer Court and show by what title they claim, etc., and to abide such order as to the court shall seem to stand with right, equity, and good conscience.

2. ³ Answer of nine of the eleven defendants to the plaintiff's bill of complaint.⁴

These defendants admit the greater part of the plaintiff's statement as to the descent of the manor since the Dissolution of the monasteries, but state that Henry Earl of Arundel was in possession of the adjacent manor of Henford Maltravers, which came to the Crown by exchange, the defendant Jonathan Penny being a tenant of that manor according to the custom thereof. Part of this manor lies within the parish of Yeovil, but outside the bounds of the jurisdiction of the borough, and this portion of the manor of Henford included Newland Street, adjoining the waste ground of the borough up to the middle of the street, on the Henford side of which street the tenants of that manor had been used, by ancient custom, to erect sheep pens in connexion with the borough markets and fairs. This, however, is the extent

¹ Exchequer Bills and Answers, James I, Somerset, No. 308 (Mich. 7 James I).

² *i.e.* the operation of weighing in each case (*Tractus*).

³ A. 5 (A. 2 and 4 being a draft and transcript of the above bill of complaint, and A. 3 a writ appointing local commissioners to examine the defendants on the bill of complaint).

⁴ It is interesting to compare this case with that of Devizes noted in Lansd. 628 f. 152 sq. showing the attitude of Whig Law officers to the Act of 1 and 2 P. and M. c. 7 (*cf.* above p. xl, *n.*).

of their claim to market rights ; but they also state that the portreeve and burgesses of Yeovil have never claimed or exercised any such rights in respect of the Henford side of the street which is outside the bounds of the borough.

Deposition.—Taken under a commission, dated 18 Nov. 7 James I, of another defendant who claims that the profits of a common beam and balance were assigned to him by the late portreeve of Yeovil for a year, from last Lady Day, with the consent of the burgesses ; and that it had been the custom to let this right to anyone willing to pay for it.

3. ¹ Commissions for examination of witnesses, 1614–1615.

Interrogatories.—For the purpose of identifying the institutions of the borough and its incorporation, its markets and fairs, and particularly as to the establishment of a common beam or balance for weighing certain commodities, as well on market and fair days as on all other days (except Sabbath and Christmas days) ; also as to the rate of charges made for weighing the same commodities. Finally whether any other person has ever claimed to set up a common beam before the defendants did so ; and when they first made this claim ; and whether any persons other than the defendants have ever hindered or disturbed the plaintiffs in the enjoyment of their rights.

Depositions.—Taken from seven witnesses for the portreeve and burgesses of Yeovil indicating the nature of the commodities weighed, as butter and especially cheese, but not supplying further information. One of the witnesses proves the execution of a lease to a former town weigher and the fact that the bailiff to the portreeve has always used the beam, but only on market days (Fridays).

Depositions were also taken from four witnesses for the defendants containing statements to the effect that for the last twenty years or more the use of the common beam in the market place had fallen into disuse ; but the rights thereof had been farmed by one or two persons. Witnesses deny that wool and yarn and hemp had been weighed on fair days. Others state that their fathers and mothers had usually weighed commodities bought or sold in their own houses and not at the common beam.² It is deposed that the steward, as judge of the Leet Court, sits with the portreeve, who is the chief judge of the Borough Court, and the chief burgesses there are his assistants. It is denied or doubted that a market was ever held in any other place than that used for holding the present markets ; that the beam and balance were kept in the weigher's house, and were commonly used there, and not elsewhere ;³ while the practice of weighing cheese and hemp and other merchandise had fallen out of use of late years.

¹ Exchequer Depositions, Ason p. cvi, n. i, James I, Somerset, Easter 13 James I, No. 19.

² Cf. below, p. 1, for the grievances of the bishop of Hereford (like those of other lords of fairs or markets) in this respect.

³ Cf. *Liber Albus* (passim), and MS. Add. 37791, f. 9 (cf. *Tracts and Table Books*, pp. 41–44, 51).

4. ¹ Decrees of the Exchequer Court in 1615.

Whereas the portreeve and burgesses of Yeovil lately exhibited their bill of complaint against Jonathan Penny and Richard Rowe, showing thereby that the said borough, being an ancient corporation, has time out of mind had a market weekly and two fairs every year, and the said rights of market and fair with their appurtenances have all that time belonged to the church and rectory of Yeovil formerly appertaining to the monastery of Syon in the county of Midds. And the portreeve and burgesses have time out of mind kept within that borough a common beam and weight for butter and other dead victuals, taking for every draught 1*l.*, employing the benefits thereof for the poor within the borough : and in the tenth year of the present King they granted those profits for one year to one of the defendants, Salmon by name, for one year, and that the defendants pretending to have an estate in the said markets and fairs and the profits thereof from Sir Ralph Horsey, who pretended to enjoy a grant of the same from the late Queen Elizabeth, exhibited their bill against the said Salmon and others employed by him but not against the said portreeve and burgesses. In which bill the petitioners set forth that the late abbess and convent of Syon being seized of the same borough with its markets, fairs and market rights and other appurtenances, the same came to the late Queen Elizabeth who granted the same to Sir Ralph Horsey who granted it again to Jonathan Penny. And the petitioners also set out that the defendants had got possession of divers evidences whereby they intruded and usurped his majesty's inheritance, taking tolls for weighing cheese and butter and hemp, etc., which of right belonged to plaintiff, his majesty's farmer. And in answer to the above bill the defendants answered that the profits of the said weighing belonged to the portreeve, etc., who granted the same on lease. And witnesses having been examined on both sides and upon a full hearing, it was ordered, adjudged, and decreed by the Lord Chief Baron and the rest of the barons of this court that William Salmon, the defendant, and those claiming under him, should be absolutely prohibited from using the said beam or any other except for their own particular use, and from intermeddling with the weighing any goods in the said markets or fairs.

And the plaintiffs having shown that by the said decree they were barred from the right of setting up and maintaining a common beam in the said borough for weighing merchandise in the said markets and fairs, the reason for this being that William Salmon had set forth in his claim that the portreeve and burgesses enjoyed prescriptive right to weigh wool, yarn, flax, hemp and suchlike, whereas they had never claimed more than to weigh cheese, butter, and dead victuals, a claim which is supposed by the plaintiffs to have given the court occasion to decree against these market rights, the difference not having been disclosed and Sir Ralph Horsey being now dead and his estate under his lease ended, and the rights of the rectory having been granted away, the plaintiffs exhibited a bill praying that the decree made in Easter Term 10 James I might be reviewed and revoked. To which bill

¹ Exchequer Decrees and Orders, Ser. iv, No. 2, Fo. 83 ; Mich.—Hil. 13 Jas. I.

the defendants answered, alleging that whereas the abbess and convent of Syon and their tenants were seised before the Dissolution of the market rights in question which passed to the Crown and were granted to Sir Ralph Horsey and his heirs (who are still living) and which were granted by Sir Ralph Horsey to the defendant Penny and by him to his co-defendant Richard Rowe, the defendants have been disturbed unjustly. Whereupon the said Jonathan Penny exhibited his bill in this court, and upon examination of witnesses it was decreed that Salmon should be prohibited from using a common beam or intermeddling. And the defendants traverse that they have kept and maintained a common beam time out of mind. And upon examination of witnesses, and the cause coming on for hearing this day; upon full hearing, forasmuch as the defendants produced evidences and ancient accounts which were read in court for strengthening their right to set up a beam for weighing all such wares and merchandise 'as are wayable by law,' and the plaintiffs could not disprove the same nor sufficiently make manifest their right thereto, it is therefore ordered and decreed that the former decree (of Hilary 10 Jas. I) shall be ratified and confirmed in all points and that neither the portreeve and burgesses of Yeovil nor any other claiming through them shall henceforth use any beam at all upon any market or fair days nor intermeddle in the weighing, etc., but shall permit the defendants or their assigns peacefully to set up a common beam for weighing all such wares as the law allows to be weighed and to take all profits from the use thereof as are allowed by the laws of the realm and the custom of the borough.

APPENDIX XII.

THE PROCEDURE OF THE COURT OF THE MARSHALSEA FROM THE THIRTEENTH TO THE SEVENTEENTH CENTURY.

Although the Court of the 'Marshalsea' ¹ of the King's Household had probably functioned from a much earlier period,² only a broken series of mediaeval Plea Rolls has survived from 1282 to 1354, with a single roll of pleas in 1400 followed by another gap to 1611. In the reign of Charles I, public discontent, expressed for more than three centuries past in petitions and sullen murmurs, took the more practical form of a definite limitation of the pretensions of the court to a sweeping jurisdiction over practically all markets and fairs, for 'wheresoever the King might be in England,' at one time or another, there would his court and its equipage be also.³

In the reign of Edward I this jurisdiction was for the most part confined to hearing and determining pleas within the verge of a migratory court, though it might be based on a franchise claimed by the Marshal and Steward of the King's Household in respect of the issues of justice at large.⁴ For we find that although the later common lawyers properly insisted that the forms of action that might be brought before the

¹ This title is, of course, a corruption of 'Marshalecy,' as to which (and the confusion of some dependent offices) see p. xlii sq. ² See p. cxi, n. 6.

³ See p. xcvi, n., for the objection to this jurisdiction in town charters.

⁴ For the constitutional position of the Marshal and Steward see G. H. White in *N. & Q.*, vol. 151, pp. 364, 381 sq., 399 sq., 417 sq., Fitzherbert, *New Nat. Brev.*, ii, 240 sq., Ordinances 5 Edw. II, c. 26, and Britton, i, 189 sq.

Marshal and Steward or their later deputy under the law and custom of the realm were strictly limited as to cause, place and person, these restrictions were not often enforced. For, as we have been reminded, the King may have his court, or justices, or prison as part of his Household supplementing the functions of a Bench and prison at Westminster.¹ In the reign of Edward III we find such cases as the wrongful pasturage of common or several grazings, trespasses of most kinds, assaults following insults, breach of covenants and of the peace, abduction of flocks or herds and notably (at this time) of 'servants.' The incidence of these judicial inquisitions is partly agrarian in character, but they also affected the traffic of the street and market-place. To fines imposed on a whole hundred for default in 'making inquisition for the King' (with order to attach their lands, etc., to ensure attendance) there was added an odious but fruitful form of supervision in connexion with the duties of the Marshal's coadjutor, the Clerk of the Market, on the strength of which unlimited opportunities were given for collecting fines from individual traders and even of levying a common fine on a district in the manner of the earlier Exchequer Barons.

In the thirteenth and fourteenth centuries, however, the Marshalsea court, with its important prison, was centred in Southwark, and its provincial sessions may seem to be in the nature of eyres. In later times the sessions at Southwark are conducted according to a regular procedure and their judicial character is emphasized, though the Earl Marshal's deputy still performs the duties of a Treasury solicitor in connexion with enforcing the use of the Exchequer standards of weights and measures. The Court of the Verge evidently sits weekly. The progress of the pleadings in every case can be easily traced from the docket prefixed to the pleadings giving the style of the court and the date of the previous hearing (if any).

In a majority of instances the cases before the court at Southwark are disposed of at one hearing; but they are not infrequently adjourned week after week, term after term, and even year after year as commonly happened in the King's courts at Westminster. The parties may indeed fine for licence to agree, or the plaintiff may be non-suited, or the defendant be in mercy;

¹ K.R. Exchequer Accts. (E. 101/259/30): inquisition held by the Marshal and Steward of the King's Household as to the rights of the Crown within the verge in reference to the bishop of Winchester's claim of a convicted felon as a 'clerk' in 1473. In the next century the claim of the Marshal to jurisdiction in all trespasses within or outside the Household was eagerly asserted (MS. Bodley, Tanner 14 f. 18b). In this connexion it is interesting to find references to one or more cases in which the court of the King's Steward and Household Marshal, travelling with the King 'wheresoever he may be in England,' is expected to deal both with Crown cases and small debts. A prisoner committed at Lincoln was carried with the Court to Worcester, whence it was intended to carry him for trial at Northampton, though finally he was consigned to the Justices of Assize there as the King's itinerary had been altered (Chancery Warrants 23 (2289)). Again, it seems to have been well understood that no liberties (and not always reputed Sanctuaries) were respected by the King's Marshals (or their men), and here there is a marked contrast between the abnormal activities of a provost-marshal and the normal duties of a household steward. Is not the explanation patent in the old title of the court of the Steward and Marshal? In spite of the statement in MS. Harl. 6064, f. 121, it seems rather doubtful if the Earl Marshal had any direct representative in the Household after the fourteenth century (*cf.* Chanc. Warrants 65/755 and 100/4265).

but when a case is adjourned several times it will often be found that this is due either to the default of the parties or of the jurors,¹ or else because the court wishes to advise itself on some point of law.² A still more deliberate and perhaps judicious procedure may be found in the pleas before the reformed Palace Court set up in the sixth year of Charles I. Whatever may have been the position of these sheltered Household tribunals compared with the ancient local courts of record, or the influence of both upon the Courts of Conscience and the other Small Debts Courts of later times, the part played by all of them in connexion with the evolution of commercial law as a recognized branch of the common law taking the place of the old special law of the merchants is noticeable before the close of the eighteenth century.³

The title and style of the court can be found in every case. In course of time, however, the Court of the Hall of the Household becomes the Court of the Verge of the Household of the lord King at Southwark in the county of Surrey (within the verge and jurisdiction of the court, the Household of the same lord King in his royal majesty being then in his palace of Whitehall), held the day, month, and regnal year stated before the Marshal of the King's Household, the King's attorney general, and the judge or judges of that court, by virtue of letters patent.⁴ Then follows the title of the suit with a memorandum of any previous hearing. The plaintiff comes before the judges, by his attorney, and proffers a bill⁵ to the defendant, who is now in the custody of the Marshal, in a plea of trespass, debt, etc. Pledges of suing are given by the plaintiff in the persons of 'John Doo' and 'Richard Roo.' Following the recital, the pleadings in the case are introduced under a second but briefer title—'Court of the Verge of the Household of the lord King, to wit,' etc. The process of the court is simple and effective. After the plaintiff's bill has been proffered and read, the defendant may have leave to imparl. Then, usually on the next court day, the pleading is resumed, issue is joined, and the jury is impanelled without much difficulty.⁶

¹ *e.g.* Norris *v.* Newton (Mar. Plea Roll No. 29), where the hearing on 30 June is adjourned to 7 and 14 July and concluded on 23 July.

² *e.g.* A curious case, in which a horse, let to the defendant for some expedition, met with an accident in his custody. Here the arguments of the learned attorneys on either side were unusually weighty or ingenious, for the court took its time to deliver a guarded decision, and a case was taken to the King's court (Palace Court No. 2, Trin. 6 Chas. I, Carpenter *v.* Atkinson). This reminds us of the suit burlesqued in Thackeray's ballad.

³ In some of the sixteenth and seventeenth century essays on the history and jurisdiction of this court, which may be found in various MS. collections, the Marshalsea court is placed next after the King's court.

⁴ *e.g.* Whitridge *v.* Harding, 11–12 James I (Marshalsea Plea Roll No. 29).

⁵ For the evolution of the bill, see Selden Soc., vol. xxx, *Select Bills in Eyre* (Introduction).

⁶ Presumably the judicial writs were issued as precepts of the judge to the Marshal and returned by him without the assistance of the sheriff, but returns to writs of error had to be signed by the Chief Justice. In the final constitution of the Palace Court the Knight Marshal and Treasurer of the Household sit as judges with a steward. This court has its 'porters,' 'vergers,' 'ministers' and 'officers,' its procedure being practically the same as that of the Court of the Verge. It should be mentioned that the case from a Palace Court plea roll printed below (p. 142 sq.) is really from a Court of Verge roll, the arrangement of the old official list being inexact.

Here, then, we do not find the urgent procedure of the fair court or market court, where the suitors were transitory merchants encumbered with perishable wares ; though at the same time the hearing of the cases before the judge's court was expeditious, while in a large percentage of cases a definite award was made. The jury was not apparently, even in mercantile cases, composed of merchant assessors, but the process must have been considerably simplified by the proffer of a bill of complaint instead of an original writ and by the exhibition of documentary proofs. In a few cases some unusual circumstances or subtle arguments of counsel induce the court to consider its decision,¹ and, of course, the plaintiff may be non-suited, or the defendant may be found to be without defence. It would seem that although the usual taxation of costs and expenses (in addition to damages) was low, the practice of allowing an 'increase' of costs and expenses at the request of the parties must have greatly increased the cost of litigation, and we know from contemporary lawyers' bills that such costs had become inevitable. Only the briefest description of the procedure of this ancient court could be attempted here to supplement the specimen of its pleas which is printed in the text of this volume,² but a careful estimate of the status of the court has been made by Sir William Holdsworth³ and some further comments on these cases will be found in the Introduction.⁴

CASES FROM THE MARSHALSEA PLEA ROLLS.

(a) ⁵Court of the Marshalsea of the King's Household at Southwark,
30 Edward I (1302).

A. who has brought his bill against B. on a plea of trespass upon the Verge has not sued ; therefore he and his pledges are in mercy—6*d*.

The inquest for the King of the Hundred of Ongar is put in respite by default of the jurors (named). Each of them in mercy 3*d*., and the Marshal is ordered to distrain them by all their lands, etc.

The parties in an action for trespass, etc., in regard of pasturage, *damage feasant*, and imparking of 1000 sheep and other 'enormities' at Wandsworth, co. Surrey, have leave to agree, the defendant paying 2*s*. 6*d*. for 'mercy.'

Porter *v.* Noble (both of Stratford). Concerning a certain horse bought [on approval] on the following condition : That if the defendant were pleased to take the said horse to Stortford he should enjoy the use thereof for 100*s*. ; but if not, he should return the same in the same state as before. Which horse was ill-treated and rendered worthless in the custody of the defendant, to the plaintiff's loss—100*s*. The defendant pleads that he broke no agreement. Issue joined and jury summoned, when the plaintiff submits to be non-suited and is in mercy (with his pledges) 6*d*.

¹ P. cxi, *n.* 2.

² P. 142 sq.

³ See above, p. ix.

⁴ Pp. xlii–lii.

⁵ Marshalsea Plea Rolls, No. 30 (E. 37/30).

(b) ¹ Nicholas Bolnehill and Joan his wife *v.* John Morvan of Tewkesbury.

1. ² Writ of *certiorari* dated 1 May 15 Henry VI for the record and process of the plea before the Steward and Marshal of the King's Household in his court of Marshalcy, respecting a certain trespass alleged to have been made on the plaintiffs by the defendant at Tewkesbury, within the King's Verge. Of which plea the record and process were sent before the King, the defendant asserting that error is found therein. The transcript of the said record is to be sent under the seal of the Chief Justice of the King's Bench.³

[*Indorsed*] Answer of William Cheyne, Chief Justice, that the execution of the Bill aforesaid appears by the schedule sewn hereto.

2. The tenor of the Record and Process mentioned in the schedule sewn to this Bill is to the following effect :

Gloucestershire. Pleas before the lord King at Westminster, Michaelmas
14 Henry VI. rot. lxiiiij^o.

The King's writ (dated 16 October 14 Henry VI) to the Steward and Marshal of his Household notifying them that as the King understands that manifest error has been made in the record and process and judgment (*etc.*) . . . the Steward is directed to make a return on the morrow of S. Martin or to signify the reason for not doing so.

Pleas of the Hall of the Household of the lord King held at Tewkesbury before the Steward and Marshal of the same Household on Wednesday next after the Annunciation of the Blessed Mary, 13 Henry VI.

John Morvan of Tewkesbury, who is of the Household of the lord King, was attached to answer Nicholas Bolnehill and Joan his wife, of the Household aforesaid, on a plea of trespass within the Verge. Pledges of suing, Adam Man and Richard West.

Whereupon the plaintiffs, by their attorney, say that on 20 August 6 Henry VI, at Tewkesbury within the Verge, the defendant with force and arms broke and entered the several herbage of the plaintiffs and depastured,

¹ This case has been included with others of a mercantile nature as a reminder that the Marshalsea court not only competed with the customary jurisdictions of the local Tolsey, Staple and Pie Poudre courts and with the increasing business of the King's courts at Westminster herein, but incroached on the richest province of the common law courts in respect of actions dealing with real property. This last incroachment may perhaps account for the rebuke of the Marshal's deputies by the King's justices in this period. In another aspect the case is noticeable as suggesting the intervention of the Chancery when the courts of Common Law 'can do no more' for their suitors, as has been seen in other cases printed here (*cf.* pp. 138-141).

² Chancery Miscellanea, Bdle. 59, File 2, No. 50.

³ The original record is, of course, in Latin. The following is a brief summary. As to the Chief Justice's certificate, see p. cxi, *n.* 6.

trampled and consumed twenty acres of herbage with his beasts (namely horses, oxen, cows, pigs and sheep), to the value of 20*l.*, from 20 August to Michaelmas, after which he ploughed and sowed the land with wheat and took a crop therefrom worth 20*l.* And in the same year he mowed 20 acres of their meadow and took 100 loads of hay worth 20*l.* to the grave damage of the plaintiffs to the sum of 200 marcs, whereof they bring suit, and so forth.

The defendant comes and pleads that the plaintiffs ought not to maintain their action because (says he) before the supposed trespass a certain Walter Gigge was seised of 12 acres of arable and 8 acres of meadow in his demesne as of fee, of which the land on which the trespass was made is parcel.

Then follows a long and intricate genealogical statement from which it appears that the plaintiff Joan and a certain Petronilla were cousins and heirs of this Walter, being daughters of Agnes the sister of Walter's father William, but the defendant, who claimed through Petronilla, asserted that Walter died without legitimate heirs.

The plaintiffs, by their attorney, reply protesting against the erroneous deductions contained in the above genealogy. The defendant makes a suitable rejoinder, and issue being joined, a jury is summoned before the Steward and Marshal on Tuesday before Palm Sunday, each juror in the panel being mainprised by John Doo and Richard Roo.

In the charge to the jury after the adjournment, the several acts of trespass alleged are clearly set out, and on each count the finding is for the plaintiffs. But the heavy damages claimed are reduced to amounts varying from 20*d.* to 6*s.* 8*d.* The official costs were 40*d.*, but because the court was aware that much expense had been incurred by the plaintiffs their costs are increased by 20*s.* The total of damages awarded was 21*s.* 8*d.*, but as to one item of 6*s.* 8*d.* for wheat cut and carried, the plaintiffs must make allowance to the defendant.

.

Afterwards, on 14 November following, the defendant comes before the King at Westminster and alleges error in the above record, etc., and asks that the plaintiffs may be summoned to appear and answer. After some difficulty in serving process within the Earl of Warwick's liberty of Tewkesbury, the parties are summoned for Candlemas. The errors specified by the present plaintiff (and former defendant), John Morvan, are : (1) The plaintiffs in the Marshal's court referred to another holding of 40 acres arable and 60 acres meadow as parcel of the holding of 12 acres arable and 8 acres meadow in dispute between the parties, whereas 'in reason it cannot be understood' that the former 'in any wise could be' parcels of the latter. (2) The jury in their several answers supposed larger quantities of land than the defendant had justified. The defendant answers denying error. The court being 'not yet advised' adjourns the further hearing to Easter, when the parties plead further. The plaintiff asks that the record and process in the Marshal's court may be revoked and annulled and that all that he has lost may be restored to him.

The Court awards that the record and judgment before it must be annulled

by reason of the errors specified and others found therein. All that the plaintiff lost to be restored to him.

(c) ¹ Court of the Verge, [9 June] 12 James I (1615).

Bannister *v.* Hunt (Breach of Promise).

This case had been heard on 17th June (1615) and leave to imparl had been given till the 27th June. The plaintiff's bill showed that on 20th September (1614) at Southwark, in consideration of 3*d.* paid (as earnest money) by the plaintiff to the defendant, the latter undertook and promised to deliver 20 casks (*cadi*) of 'strong beer' (*potus lupulatus fortis*) of the value and price of 10*s.* per cask within one week of requisition. This undertaking and promise, however, the defendant has not performed although requested to do so on the 1st October and the 1st January following (1615). Whereby the plaintiff has suffered loss and claims 20*l.*, for which he brings suit. The parties appear and the defendant denies the promise and asks for inquiry ; and the plaintiff likewise. A jury is summoned accordingly.

Bowland *v.* Warde (Unlawful Possession).

The plaintiff (by bill) claims to recover possession of a mare (valued at 10*l.*) which was lost by him and has been found in the possession of the defendant, who pleads that he is of the King's Household. The plaintiff replies that this ought not to preclude him from his action, but that in fact the plea is untrue ; whereupon issue is joined and a jury is summoned.

Goodman *v.* Warde (Debt), 14 April 12 James I.

The plaintiff's bill shows that, at the special request of the defendant, he sold to him various parcels of sugar, ginger, currants, rice, saffron and other groceries or spices on certain dates and in a certain place, with a promise of payment on demand made in each case, which was not carried out.

The defendant answers that as he had paid the amount as required the plaintiff ought not to have his action ; who replies that as the money was not paid he ought not to be precluded from his action, and here the record ends.²

Baker *v.* Ibbery (Breach of Covenant), 18 Nov. 12 James I.

The plaintiff, a carpenter, proffers his bill, stating that the defendant asked if he would build for him (*edificaret*) three little chambers (*tres parvas cameras*) of carpenter's stuff (*de meremio*) at a cost of 3*l.* for the building, including

¹ Marshalsea Plea Rolls, No. 29 (E. 37/29).

² Similar cases will be found above in Appendix X (Court of Chancery). It is of course possible that the issue was not so simple as it looks, for the custom of the merchants might introduce some subtleties even into proceedings at the common law. As to this *cf.* H. Hall, *Society in the Elizabethan Age*, pp. 45-57 sq.

lathes and other materials. The defendant promised to pay, but now refuses. A jury is summoned.

¹ Burnett v. Cheek (Trespass and Assault).

Heard before 28 October 11 James I, when the defendant had licence to imparl until 4 November next. The plaintiff's bill complains of trespass, etc. (*vi et armis*)² committed against him in Lewisham church within the verge by the defendant, who assaulted, beat, wounded and maltreated him, with other enormities, so that he despaired of his life; against the peace and to the loss of the plaintiff, 100*l*.

The parties come by their attorneys and the defendant defends force, etc., and breach of the peace, and pleads that he is not guilty of the insult, as the plaintiff suggests, and there is no ground for action :

Quia protestando quod predictus querens usualiter in ecclesia tempore divini servicii (*Anglice* 'in time of divine service') obletus[erat] (was dozing). Et quod tempore quo supponitur transgressio predicta inde fieri, in ecclesia de Lewisham predicta, in comitatu Kancie predicto, prefatus querens dum divina haberetur predicatio adeo vehementer storteabat quod defendens vocem predicantis exaudire non posset; et adeo turpiter fetebat quod predictus defendens miserum favorem tollerare non posset. Pro placito tamen dicit quod tempore quo supponitur transgressio predicta inde fieri in ecclesia de Lewisham, predicto tempore divine predicationis, predictus querens dormiebat; et quod predictus defendens, qui adtunc fuit consedilis (*Anglice* 'pew-fellow') cum prefato querente, adtunc et ibidem molliter cum chirotheca sua prefatum querentem super caput tangebat ad ipsum querentem de somno expergefaciendum, ut prefatus querens divino attenderet sermone, prout predicto defendenti bene licuit, que est eadem transgressio unde predictus querens de modo queritur. Et hoc paratus est verificare; unde petit iudicium.

The plaintiff says that the defendant's plea is insufficient, but no conclusion is reached.

¹ The following case has been included among the specimens of the proceedings of this court partly to show that a Palace court may have a different atmosphere from that of the King's courts at Westminster, and also to suggest that the conventional indictment of offences against the written or unwritten law and usage, even by royal tradesmen, need not be accepted by the social historian *verbatim et literatim*. Such lapses in the decorum of the prothonotaries may indeed be occasionally found in other royal courts, and they will not allay the distrust that economists now entertain for *data* based on records of *ex parte* pleadings.

² This was a form of trespass permitted under the jurisdiction of the court. For an early writ see above, Appendix I (p. lxxix).

CENTRAL COURTS.

- (m. 1.) 1. ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM IN CRASTINO SANCTI MICHAELIS ANNO XXV^o REGIS HENRICI FILII REGIS JOHANNIS. (1240.)

m. 29.) Ricardus Moniword',² Walterus le Wanter, Reginaldus Luvecok',
Herefordia. Adam Paymer, Johannes de Pund' et Nicholaus de Pund' summoniti fuerunt ad respondendum Petro Herefordensi episcopo quare, in domibus suis in Herefordia vendiderunt res et mercandisas suas durantibus nundinis ipsius episcopi in eadem villa, contra libertates eidem episcopo concessas de predictis nundinis per cartas predecessorum Domini Regis, regum Anglie, et cartam ipsius Domini Regis. Unde idem episcopus dicit quod cum ipse habeat nundinas predictas per cartas Domini Regis et antecessorum suorum, et certus locus sit provisus ubi omnes mercatores debent convenire cum mercandisis suis et ibidem mercandisas suas emere et vendere, predicti Ricardus Moniword' et alii lanas, corea et alias mercandisas vendiderunt in domibus suis durantibus predictis nundinis contra predictas libertates; unde dicit quod dampnum habet ad valenciam x librarum, ut in stallagiis, pesagiis, theoloneis et aliis commodis que possent sibi accidere si, cum aliis mercatoribus, in predicto loco ad nundinas tenendas proviso mercandisas suas vendidissent. Et inde producit sectam, etc.

Et Ricardus Moniword' et omnes alii veniunt per attornatos suos³ et defendunt vim et injuriam, etc., et bene cognoscunt quod predictae nundine et omnia commoda inde proveniencia sunt predicti episcopi et debent esse per cartas Domini Regis qui nunc est et antecessorum suorum Regum Anglie. Ita quod vigilia Sancti Alberti, quando predictae nundine incipiunt, debent ballivi predicti episcopi venire ad ballivos civitatis

¹ Curia Regis Roll 121, which is probably dated Michaelmas 24 to Trinity 25 Henry III. The pleadings in Moniword's case are abstracted more fully than usual in *Placitorum Abbreviatio* (p. 113), cited in Johnson's *Hereford* (p. 95 sq.).

² The word 'juratus' is interlined above the name of each of the defendants.

³ All the defendants (except one, who did not appear) are represented by the same attorneys, whose appointment is entered in this roll.

1. PLEAS BEFORE THE LORD KING, AT WESTMINSTER, ON THE MORROW OF SAINT MICHAEL, IN THE 25TH YEAR OF KING HENRY, SON OF KING JOHN. (1240.)

Hereford.

Richard Moniword,¹ Walter the Wanter, Reginald Luvecok, Adam Paymer, John of the Pound and Nicholas of the Pound were summoned to answer to Peter bishop of Hereford² wherefore they have sold their things and merchandises in their houses in Hereford during the fair of him the bishop, contrary to the liberties granted to the same bishop by charters of Kings of England, predecessors of the lord King and to the charter of the lord King himself. Whereupon the said bishop says that whereas he himself holds the fair aforesaid by charters of the lord King and of his ancestors, and a certain place is provided where all merchants ought to assemble with their merchandises and there to buy and sell their merchandises, the aforesaid Richard Moniword and others have sold wools, leathers and other merchandises in their houses during the aforesaid fair, contrary to the aforesaid liberties, whereupon he says that he has damage to the value of ten pounds, as for stallages, pesages, tolls and other profits that might have come to him if they had sold their merchandises with other merchants in the aforesaid place provided for holding the fair. And thereupon he brings his suit, etc.

And Richard Moniword and all the others come by their attorneys and defend the force and injury and so forth ; and well they acknowledge that the aforesaid fair and all commodities proceeding therefrom are and ought to be the aforesaid bishop's by the charters of the lord King that now is and of his ancestors, kings of England. So that on the Eve of S. Albert,³ when the aforesaid fair begins, the bailiffs of the aforesaid bishop ought to come to the bailiffs of the city of

¹ A vernacular version of several of these defendants' names might seem to be suggested, as Moniworth, and Palmer. Wanter was presumably a mole-catcher.

² For the relations between the Bishop and his townspeople, see *Camden Miscellany*, vol. xiv, pp. vii, 8.

³ For S. Ethelbert, K. and M. (20 May).

Herefordie et accipere ab eis omnem curam et custodiam ejusdem civitatis. Et ita quod ipsi habent omnia attach[iamenta] et potestatem omnium mercandisarum, tam in domibus quam extra¹; et ad ballivos episcopi venient omnes querele omnimodorum forisfactorum; et ipsi facient justiciam omnibus querentibus et recipient inde amerciamenta durantibus predictis nundinis. Set dicunt quod ipsi et alii pares sui de eadem civitate debent, et semper ab antiquo tempore soliti fuerunt, eciam quando nundine fuerint in manu Domini Regis,² vendere mercandisas suas, et maxime lanas suas, in domibus suis; et cum eas vendiderint, debent adducere ballivos episcopi ad recipiendum inde pesagium, theolonium, et alias consuetudines que inde accidere debent predicto episcopo; ita quod per hoc, quod vendunt mercandisas suas in domibus suis, nichil decrescere debet predicto episcopo. Et petunt quod possint uti consuetudine ista sicut semper ea uti soliti fuerunt: Et bene dicunt quod nisi possint uti ista consuetudine, non poterunt sustinere honera civitatis.

Et episcopus dicit quod ipse habet predictas nundinas et omnia commoda inde provenientia per cartas Domini Regis qui nunc est et antecessorum suorum regum Anglię, sicut predictum est. Et si predicti Ricardus et alii pares sui de Herefordia possint vendere lanas et alias mercandisas suas in domibus suis, sic possent ipsi, quotiens eis placeret, concelare ei pesagia sua, theolonia, et alia commoda que inde ei accidere deberent. Preterea extranei mercatores possent tradere eis mercandisas suas ad vendendum in domibus suis ut suas proprias, et sic perderet ipse episcopus stallagia sua. Preterea possent ei concelare pesagia et alias consuetudines suas si eis placeret: et sic possent libertates ei concesse per cartas Domini Regis qui nunc est et antecessorum suorum per consuetudinem predictam effici eidem episcopo omnino inutiles. Et petit iudicium, desicut omnes mercatores conveniunt cum mercandisis suis in loco proviso ad nundinas tenendas; et etiam mercatores Londonie, qui liberiores sunt aliis mercatoribus, et ipsi nullum warrantum ostendunt per quod ipsi majus quam alii debeant mercandisas suas alibi vendere quam in loco ubi alii mercatores mercandisas suas vendunt.

Et quia episcopus dicit quod cum ballivi sui durantibus predictis nundinis venissent ad domos suas et petissent ab eis theolonium, pesagium et alias consuetudines de mercandisis in domibus suis venditis, ipsi minati fuerunt ballivos suos quod ipsos verberarent si domos suas intrarent: et inde producit sectam, etc., et ipsi hoc defendunt versus eum et sectam suam, etc.; ideo consideratum est

¹ 'Et ita . . . quam extra' interlined in roll.

² 'eciam . . . Regis' interlined.

Hereford and accept from them all the care and custody of the said city. And so [it is] that they themselves have all attachments and power over all merchandises as well in houses as without, and to the bishop's bailiffs shall come all pleas of all manner of trespasses; and they themselves shall do justice to all plaintiffs and they shall receive the amercements herefrom during the aforesaid fair. But they say that they themselves and others their fellows in the same city ought, and ever of old were wont, even when the fair was in the hand of the lord King, to sell their merchandises, and especially their wools, in their own houses; and when they had sold them they ought to bring the bailiffs of the bishop to receive the pesage hereon, the toll and other customs which ought to fall to the aforesaid bishop herefrom; so that hereby, in selling their merchandises in their own houses, there ought to be no decrease to the said bishop. And they ask that they may use this custom, as they have ever been wont to use it. And they say well that unless they can use that custom they will not be able to bear the charges of the city.

And the bishop says that he has himself the aforesaid fair and all commodities proceeding herefrom by the charters of the lord King that now is and of his ancestors kings of England, as is aforesaid: and if the aforesaid Richard and others his fellows of Hereford were able to sell wools and their other merchandises in their houses, so would they be able, as often as it pleased them, to conceal from him their pesages, tolls and other commodities which ought to fall to him herefrom. Moreover, outside merchants might hand to them their merchandises to sell in their houses as their own; and so the bishop would lose his stall-rents. Moreover, they might, if they pleased, conceal from him their pesages and other customary dues, and so the liberties granted to him by charters of the lord King and of his ancestors by the custom aforesaid might be made wholly useless to the same bishop; and he seeks judgment, seeing that all merchants do assemble with their merchandises in a place provided for holding the fair; and even the merchants of London, who are more free than other merchants, even they show no authority whereby they themselves, more than others, should sell their merchandises elsewhere than in the place where other merchants sell their merchandises.

And because the bishop says that, when his bailiffs, during the aforesaid fair, had come to their houses and had demanded from them toll, pesage and other customary dues from merchandises sold in their houses, they threatened his bailiffs that they would beat them if they entered their houses; and hereof brings suit, etc., and they themselves defend this against him and his suit, etc.; therefore it is

quod sint inde ad legem ; quilibet eorum se xij^a manu. Et veniat lex a die Sancti Johannis Baptisti in unum mensem.

Postea¹ venerunt Ricardus Moniword' et omnes alii et fecerunt legem suam sicut consideratum fuit ; et ideo omnes inde quieti. Et episcopus versus quemlibet in misericordia.

In miseri-
cordia.

Dies datus est eis de audiendo judicio suo in Crastino Sancti Michaelis et aliis ejusdem ville.²

(m. 21.) ³ PLACITA CORAM DOMINO REGE A DIE SANCTI JOHANNIS
IN TRES SEPTIMANAS. (1240.)

Hereford'.

Adam de Paris',⁴ Simon de Penek, Simon Godknave, Hugo de Luston', et Ricardus de Hayn summoniti fuerunt ad respondendum Petro Herefordensi episcopo quare in domibus suis in Herefordia vendiderunt res et mercandisas suas durantibus nundinis ipsius episcopi in eadem villa . . . per eadem verba per que superius in alio rotulo questus est de Ricardo Moniworde et aliis ejusdem ville . . . et inde producit sectam, etc.

Et Adam et omnes alii veniunt et defendunt vim et injuriam et totum per eadem verba per que Ricardus Moniword. Et insuper defendunt quod non minabantur ballivos episcopi, sicut episcopus dicit. Et ideo [*as above*]. Et lex veniat [*as above*].

Postea venit Adam [*as above*]. Et episcopus versus quemlibet ipsorum in misericordia.⁵

(m. 1.) **2.** ⁶ PLACITA APUD WESTMONASTERIUM A DIE PASCHE IN XV. DIES
CORAM ROBERTO DE LEXINTONA, WILLELMO DE CULLEWORTH',
GALFRIDO DE PRESTON' ET SOCIIS SUIS, ANNO REGNI REGIS
HENRICI [FILII REGIS JOHANNIS] XXVJ^{to}. (1242.)

(m. 2d.)

Adhuc de Quindena.

Norff'.

Thomas de Gelham, Martinus ballivus de Sancto Edmundo, et Robertus de Bella Fago attachiati fuerunt ad respondendum Rogero filio Martini de placito quare, occasione cujusdam debiti quod

¹ This *Postea* is inserted on the bottom margin of the membrane.

² No further reference to the case has been found in the roll for Michaelmas, 25-26 Henry III.

³ Curia Regis Roll 122. This case was apparently originated simultaneously with that entered in Roll 121. The defendants were represented by the same attorneys.

⁴ The word 'juratus' is interlined over each of these names.

⁵ 'Postea,' etc., entered on the bottom margin of the membrane.

⁶ Curia Regis Roll 123.

awarded that they be at their law hereof, each of them twelve-handed. And let the law come in one month from the day of St. John the Baptist.

In mercy.

Afterwards came Richard Moniword and all the others and did their law as was awarded ; and therefore all are quit thereof. And the bishop towards every one of them in mercy.

A day is given to them and others of the same city for hearing their judgment, on the morrow of S. Michael.

PLEAS BEFORE THE LORD KING IN THREE WEEKS OF
SAINT JOHN [THE BAPTIST]. (1240.)

Hereford.

Adam of Paris, Simon of Penek, Simon Godknave, Hugh of Luston and Richard of Haven were summoned to answer to Peter, bishop of Hereford, wherefore they have sold their things and merchandises in their houses in Hereford during the fair of the bishop in the same city . . . in the same words as those by which above, in the other roll, it was complained of Richard Moniword and others of the same city . . . and hereof he brings suit, and so forth.

And Adam and all the others come and defend the force and injury and all by the same words by which Richard Moniword [defended]. And further they defend that they did not threaten the bishop's bailiffs as the bishop says. And therefore [*as above*] and let the law come [*as above*].

Afterwards comes Adam [*as above*]. And the bishop towards every one of them in mercy.

2. PLEAS AT WESTMINSTER IN 15 DAYS OF EASTER DAY BEFORE
ROBERT OF LEXINGTON, WILLIAM OF CULWORTH, GEOFFREY
OF PRESTON AND THEIR FELLOWS IN THE 26TH YEAR OF THE
REIGN OF KING HENRY [SON OF KING JOHN]. (1242.)

Yet of the Quindisme.

Norfolk.

Thomas of Gelham, Martin bailiff of S. Edmund's and Robert Beaufoe were attached to answer Roger son of Martin, on a plea wherefore by reason of a certain debt which Alexander Rese owed to the

Alexander Rese debuit predicto Thome, res et mercandisas ipsius Rogeri, ad valenciam xxvj marcarum, quas idem Rogerus dimiserat in custodia predicti Alexandri in nundinis Sancti Edmundi, ceperint et eas inde contra pacem Domini Regis asportaverint; et predictas res et mercandisas sic asportatas injuste detinent, etc. Et unde idem Rogerus queritur quod cum ad nundinas Sancti Edmundi anno xxvj^o retinisset predictum Alexandrum in servicio suo, ad vendendum pannos suos in predictis nundinis, scilicet, bludium, russettum et burellum, venerunt predicti Thomas et alii et intraverunt in shoppam predicti Rogeri in villa Sancti Edmundi, et occasione predicti debiti quod predictus Alexander debebat predicto Thome, ut dicebant, ceperunt predictos pannos, res et mercandisas ipsius Rogeri et ea asportaverunt, etc. Et unde deterioratus est et dampnum habet ad valenciam xx^{ti} librarum. Et inde producit sectam, etc.

Et Thomas et alii veniunt et defendunt vim, injuriam, dampnum et totum, etc. Et [Thomas] venit et bene defendit quod non cepit aliquas mercandisas ipsius Rogeri; set revera dicit quod predictus Alexander Rese mercator est et venit cum merchandia¹ sua ad nundinas Sancti Edmundi, et tenebatur ei [in] xxxvijl. per longum tempus, et noluit ei solvere predictum debitum. Venit predictus Thomas in nundinis predictis et per consideracionem mercatorum cepit proprias mercandisas et proprios pannos ipsius Alexandri donec idem Alexander ei satisfaceret de predicto debito; et bene dicit quod merchandia illa non fuerunt predicti Rogeri, set fuerunt predicti Alexandri; et inde pon[it se] super juratam patrie.

Et Rogerus dicit quod merchandia illa et panni illi predicti fuerunt sui proprii et non predicti Alexandri; et inde ponit se super juratam patrie. Et Thomas similiter. Et ideo preceptum est vicecomiti quod coram eo et coram custodibus placitorum corone in pleno comitatu convenire faciat xij., etc., de comitatu Norfolcie et Suffolcie, per quos rei veritas, etc.; et qui nec, etc. Et per eorum sacramentum, etc.; et si predictae merchandiae et predicti panni fuerint proprie merchandiae predicti ipsius Rogeri, sicut idem Rogerus dicit, vel fuerint predicti Alexandri, sicut predictus Thomas dicit. Et inquisicio[nem], etc., scire faciat in Octabis Sancte Trinitatis per litteras, etc., et per duos, etc. Quia tam, etc.

Ad diem illum mandavit vicecomes quod nullam fecit inquisitionem, quia cognoverunt in pleno comitatu, coram eo, quod conclata fuerunt; et adhuc usque cognoscunt. Et ideo omnes in misericordia;

¹ Sic.

aforesaid Thomas, they did take the things and merchandises of Roger himself to the value of 26 marcs, which the same Roger had deposited in the custody of the aforesaid Alexander in the fair of S. Edmund, and did carry them away against the peace of the lord King ; and the things and merchandises so carried away they unjustly detain, etc. And whereupon the same Roger complains that when for the fair of S. Edmund in the 26th year he had retained the said Alexander in his service to sell his cloths in the aforesaid fair, namely, blue, russet and burel, came the aforesaid Thomas and others and entered into the shop of the aforesaid Roger in the town of S. Edmund and, because of the aforesaid debt which the aforesaid Alexander owed to the aforesaid Thomas, as they said, they took the aforesaid cloths, things and merchandises of Roger himself and carried them away, and so forth. And hereby he is worsted and has loss to the value of 20*l*. And hereof he brings suit, etc.

And Thomas and the others come and defend the force, injury, loss and all, etc. And [Thomas] comes and well defends that he took not any merchandises of Roger himself, but, he says verily, that the aforesaid Alexander Rese is a merchant and came with his merchandise to S. Edmund's fair, and was bound to him in 37*l*. for a long time past, and refused to pay the aforesaid debt. Came the aforesaid Thomas to the fair aforesaid and by the judgment of the merchants took the very merchandises and the very cloths of Alexander himself, until the same Alexander should satisfy him for the aforesaid debt ; and well he says that those merchandises were not the aforesaid Roger's, as the same Roger says, but were the aforesaid Alexander's ; and hereof they put themselves on a jury of the country.

And Roger says that those merchandises and those cloths aforesaid were his own and not the aforesaid Alexander's ; and hereof he puts himself on a jury of the country ; and Thomas likewise. And therefore the sheriff is ordered to cause to assemble before him and before the keepers of the pleas of the Crown in full county court 12, etc. of the county of Norfolk and Suffolk through whom the truth of the matter, etc. ; and who neither, and so forth. And by their oath, etc. ; and if the aforesaid merchandises and the aforesaid cloths were the proper merchandises of the aforesaid Roger himself, as the same Roger says, or were the aforesaid Alexander's, as the aforesaid Thomas says. And he shall make the inquisition hereof known in the Octaves of the Holy Trinity, by letters, etc., and by two, etc. Because as well, etc.

At that day the sheriff sent word that he had made no inquisition because they had acknowledged in the full county court, before him, that the goods were concealed, and still acknowledge it. And therefore

et plegii Rogeri similiter in misericordia de proseguendo, scilicet Hugo de Ros de comitatu Lincoln' et Willelmus Malebranche de comitatu Cantebrig'. Plegii Thome, de misericordia, Matheus de Waxstanesham et Willelmus Buveskin.

(m. 1.)

3. ¹ PLACITA CORAM REGE ANNO REGNI REGIS HENRICI
XXXIX^o. (1255.)

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Adhuc de Quindena S. Michaelis.

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(m. 1d.)
[Hunting-
don.]

Angerus de Bedefford' attachiatus fuit ad respondendum Johanni de Saxeby burgensi Beverlaci de placito quare circumvenit Johannem de Sumercot' et Ricardum de Ewell' custodes nundinarum S. Yvonis in dando eis² intelligi quod predictus Johannes de Saxeby septem libras sterlingorum ab eodem Angero vi et injuste extorserat; ad cujus querelam predicti Johannes et Ricardus arestari fecerunt in predictis nundinis mercimonia predicti Johannis de Saxeby, et iiij. pannos de pounacio et xv. ulnas de viridi liberari fecerunt eidem Angero in predictis nundinis pro predictis septem libris. Et unde queritur quod cum diracionaret in curia archiepiscopi Eboraci de Beverlaco predictas vijl. per considerationem ejusdem curie, predictus Angerus circumvenit predictos custodes nundinarum, dicens predictum Johannem vi et injuste extorsisse predictam pecuniam, nec aliquam fecit mencionem de judicio predictae curie, unde dampnum xl., etc.

Et Angerus venit et defendit vim, etc., et dicit quod non videtur ei quod debeat inde respondere, quia ipse recuperavit in predictis nundinis coram predictis custodibus predictas vijl., et desicut ibi recuperavit ut mercator et per modum mercatorum, petit judicium. Et Johannes venit et dicit quod dando falsum intelligi predictis custodibus quod vi et injuste predictam pecuniam ei extorsit recuperavit eandem, nullam faciendo mencionem de consideratione uerie Beverlaci, et ita decepit predictos custodes.

Et Angerus venit et dicit quod si aliqua consideracio facta esset prius in curia Beverlaci de predicta pecunia per considerationem ejusdem curie diracionata, ut predictus Johannes dicit, hoc non debuit tacuisse coram predictis custodibus, set expresse in placito ibidem moto monstrasse. Et quod nullam inde fecerit mencionem, set quod plene fuit eidem dicta pecunia adjudicata coram predictis custodibus

¹ P.R.O., Curia Regis Roll 155.

² 'eis' is repeated.

all in mercy and the pledges of Roger likewise in mercy for prosecuting, namely Hugh of Ros, of the county of Lincolnshire, and William Malebranche of the county of Cambridgeshire. Pledges of Thomas, of mercy, Mathew of Waxstanesham and William Buveskin.

**3. PLEAS BEFORE THE KING IN THE 39TH YEAR OF
KING HENRY. (1255.)**

Yet of the Fifteenth of S. Michael.

[Hunting
don.]

Anger of Bedford was attached to answer to John of Saxby, burgess of Beverley, on a plea wherefore he circumvented John of Sumercotes and Richard of Ewell, keepers of the fair of S. Ive, in giving them to understand that the aforesaid John of Saxby had extorted seven pounds sterling from the same Anger by force and unjustly; at whose suit the aforesaid John and Richard caused the wares of the aforesaid John of Saxby to be arrested in the aforesaid fair, and caused 4 cloths of pounce¹ and 15 ells of green [cloth] to be delivered to the same Anger in the aforesaid fair for the aforesaid seven pounds. And whereof he complains that whereas he had recovered in the Archbishop of York's court of Beverley the aforesaid 7*l.* by award of the same court, the aforesaid Anger circumvented the aforesaid keepers of the fair, saying that the aforesaid John had extorted the aforesaid money by force and wrongfully and did not make any mention of the judgment of the aforesaid court, whereby damage 40*l.*, etc.

And Anger comes and defends force, etc., and says that it does not seem to him that he ought to answer for this, because he himself recovered in the aforesaid fair before the aforesaid keepers the aforesaid 7*l.* And inasmuch as he recovered there as a merchant and according to the method of merchants, he seeks judgment. And John comes and says that by giving the said keepers falsely to understand that by force and wrongfully he extorted from him the aforesaid money he [Anger] recovered the same, making no mention of the award of the court of Beverley, and so he deceived the aforesaid keepers.

And Anger comes and says that if any award was made in the court of Beverley concerning the aforesaid money recovered by award of the same court, as the aforesaid John says, he ought not to have been silent about this before the aforesaid keepers but have expressly shown this in the plea moved there. And that he made no mention thereof, but that the said money was fully adjudged to him

¹ Perhaps pounced or pounsoned cloth.

non proposita excepcione predicta, ponit se super predictos custodes ; et de dicta consideratione profert litteras custodum patentes que iudicium testantur.

Postea veniunt predicti Johannes et Angerus et consenciant quod inquiratur utrum per considerationem curie predictae diracionasset predictas vijl. vel ei extorserat. Et quia non potest inquiri sine recordo predictae curie, preceptum est ballivis Archiepiscopi de Beverlaco quod in plena curia recordari faciant loquelam predictam, et recordum, etc., venire faciant, etc., in crastino Purificacionis, etc. Ad diem illum venit recordum, quod tale est ; quod Johannes de Saxeby in curia de Beverlaco optulit se versus Angerum de Bedeford' de placito debiti, qui districtus fuit per unam navem de Lenn' inventam infra libertatem¹ Beverlaci, et venit. Et predictus Johannes in prefata curia loquebatur versus predictum Angerum quod ipse injuste ei detinebat centum xiiij. s. vjd., quos ei debuit pro duobus pannis de viridi quos ei vendidit apud Lenn' in nundinis ad Invencionem Sancte Crucis anno regis nunc xxxiiij^o, et quos ei solvisse debuit in nundinis S. Botulfi anno eodem, unde dampnificatus est ad valenciam xl. ; et inde ostendit talliam per manum dicti Angeri inde factam, ut dicit, et sectam insuper inde produxit.

Et Angerus venit et talliam illam quam predictus Johannes protulit de predicto debito et totum predictum debitum precise negavit. Et consideratum fuit quod predictus Johannes predictum talliam et debitum probaret. Et prefatus Johannes prefatam talliam et debitum in prefata curia probavit secundum legem mercatorum et considerationem curie illius per sacramentum quatuor proborum et legalium burgensium de Beverlaco, scilicet, Roberti ad crucem, Simonis Clerici de Grimall', Hugonis de Grimall' et Willelmi Caket, qui tactis sacrosanctis in predicta curia et in presencia prefati Angeri dixerunt super sacramentum suum quod interfuerunt ubi predicta tallia de cxiiij. s. vjd. inter predictos Johannem et Angerum facta fuit in villa de Lenn' per manum dicti Angeri, ad predictum terminum solvendis in nundinis S. Botulfi, pro dictis pannis ei venditis apud Lenn' in predictis nundinis. Et cum predicta tallia sufficienter fuerit probata secundum legem et consuetudinem mercatorum, adjudicatum fuit per predictam curiam quod predictus Johannes recuperaret predictos cxiiij. s. vjd. et dampna sua per estimationem curie versus predictum Angerum, et ipse Angerus pro injusta detencione sua in misericordia. Et quia plegios de misericordia sua et de predicto

¹ 'libertatem' is repeated.

before the aforesaid keepers, without setting forth the aforesaid exception, he puts himself on the aforesaid keepers, and for the said award he puts forth letters patent of the keepers which testify the judgment.

After come the aforesaid John and Anger and agree that it be inquired whether [John] had [recovered] the aforesaid 7*l.* by award of the aforesaid court or had extorted them from [Anger]. And because it cannot be inquired without the record of the aforesaid court, the bailiffs of the Archbishop at Beverley are ordered to cause the aforesaid plea to be recorded in full court and to have the record here, etc., on the morrow of the Purification, etc. At that day comes the record which is thus ; that John of Saxby put himself in a plea of debt against Anger of Bedford, who was distrained¹ by one ship of Lynn found within the liberty of Beverley and came. And the aforesaid John in the above court pleaded against the aforesaid Anger that he wrongfully detained one hundred and fourteen shillings and six pence which he owed John for two cloths of green which John sold to him at Lynn in the fair at the Invention of the Holy Cross, in the 34th year of the now King, and which [money] he ought to have paid to John in the fair of S. Botulph in the same year, whereby John was damaged to the value of 10*l.* ; and for this he showed a tally hereof made by the hand of the said Anger, as he says, and thereupon he brought suit for this.

And Anger came and precisely denied the tally that the aforesaid John had produced for the aforesaid debt and the whole debt aforesaid. And it was awarded that the aforesaid John should prove the aforesaid tally and debt. And the aforesaid John proved the aforesaid tally and debt in the aforesaid court according to the law of merchants and the award of that court by the oath of four proven and lawful burgesses of Beverley, namely Robert at the Cross, Simon the clerk of Grindale, Hugh of Grindale and William Caket who, having touched the Holy Gospels in the aforesaid Court and in the presence of the aforesaid Anger, said upon their oath that they were present when the aforesaid tally of 114*s.* 6*d.* was made between the aforesaid John and Anger in the town of Lynn by the hand of the said Anger, to be paid at the aforesaid term in the fair of S. Botulph for the said cloths sold to him at Lynn in the aforesaid fair. And when the aforesaid tally was sufficiently proved according to the law and custom of merchants, it was adjudged by the aforesaid court that the aforesaid John should recover the aforesaid 114*s.* 6*d.* and his damages, estimated by the court, against the aforesaid Anger, and Anger himself, for his wrongful detention, in mercy. And because he would not find pledges of his mercy

¹ *i.e.* to come and answer.

debito de quo convictus [fuit] in prefata curia [invenire] noluit, fecit ballivus curie distringi predictum Angerum per catalla sua que infra . . . existunt Beverlaci. . . .¹ in presencia sua, ad manerium suum de Burton', ubi per leg[ales] burgens[es] . . . hoc inquisit'. . . .

Et in presencia domini Archiepiscopi et Angeri et Ab[batis] de Lenn' q[ui] . . . om Norwicens' et ad petitionem dicti Angeri et consilii sui fuit pax inter. . . . Ita quod predictus Angerus spontanea voluntate sua concessit predicto . . . suis septem libras sterlingorum, solvendas eidem Johanni infra quindenam proximo seq[uentem] . . . pleg' Johannem Forde, Symonem de Fynnemere, et Thomam de Buringh'. Qui quidem plegii . . . reddiderunt eidem Johanni vij libras, pro predicto Angero. Et dominus Eboracensis pro reverencia . . . Norwyc', eidem Angero misericordiam suam perdonavit.

Et quia convictum est per recordum curie predictae quod predictus Johannes non fecit extorsionem set per judicium curie predictae dis-
racionavit predictum debitum suum, consideratum est quod predictus Johannes inde sine die, et predictus Angerus in misericordia; et satisfaciat predicto Johanni de dampnis suis; et taxantur ad xls.

(m. 1.) **4. ² PLACITA CORAM DOMINO REGE A DIE S. MICHAELIS IN XV. DIES
ANNO XLIIII^o INCIPIENTE XLV^o. (1260.)**

(m. 13.) **Adhuc de Crastino S. Martini.**

Suffolc'. Willelmus de Tangham in Oreford, Ricardus Josep, Johannes
Misericordia. Horn et Willelmus de Hewell' in misericordia pro pluribus defaultis
versus Robertum Croket.

Idem Willelmus et alii attachiati fuerunt ad respondendum predicto Roberto de placito quare cum idem Willelmus et alii in civitate Rotomagi coram ballivis ejusdem civitatis peterent versus eundem Robertum undecim marcas in quibus eis tenebatur, et per judicium eorundem ballivorum secundum legem ejusdem civitatis eis adjudicata esset possessio tenementorum dicti Roberti in eadem civitate donec predictam pecuniam de eisdem integre percepissent, cui judicio dicti Willelmus et alii adqueverunt, iidem Willelmus et alii postea arestari fecerunt occasione predicti debiti, apud Herewyz in comitatu Essexe,

¹ The last nine lines are partly illegible as there is a large hole in the roll. John agrees on the intercession of local ecclesiastical magnates to accept seven pounds, which are paid to him by Anger's sureties.

² P.R.O., Curia Regis Roll 168.

and of the aforesaid debt of which he was convicted in the aforesaid court, the bailiff of the court caused the said Anger to be distrained by his chattels which . . . exist at Beverley . . . in his presence at his manor of Burton, where by lawful burgesses . . . this was inquired.

And in the presence of the lord archbishop and of Anger and of the abb[ot] of Lynn who . . . [of] Norwich, and at the petition of the said Anger and of his counsel peace was . . . between. . . . So that the aforesaid Anger by his own free will granted to the aforesaid . . . seven pounds sterling to be paid to the same John within the quindisme next following . . . pledges John Ford, Simon of Finnmere and Thomas of Burringham. And these pledges . . . did render to the same John 7*l.* on behalf of the aforesaid Anger. And the lord [archbishop] of York, for reverence of . . . of Norwich, pardoned to the same Anger his mercy.

And because it was established by the record of the court aforesaid that the aforesaid John did not make extortion, but by judgment of the court aforesaid made out his claim to his aforesaid debt, it was awarded that the said John [be quit] thereof without day and the aforesaid Anger in mercy; and let him satisfy the aforesaid John in respect of his damages; and they are taxed at 40*s.*

4. PLEAS BEFORE THE LORD KING IN THE QUINDISME OF MICHAELMAS IN THE 44TH YEAR, THE 45TH YEAR BEGINNING, [OF HENRY III.]. (1260.)

Yet of the Morrow of S. Martin.

Suffolk.
Mercy.

William of Tangham in Oreford, Richard Josep, John Horn and William of Howell in mercy for many defaults towards Robert Croket.

The same William and the others were attached to answer to the aforesaid Robert on a plea wherefore when the same William and others in the city of Rouen, before the bailiffs of the same city, demanded against the same Robert eleven marcs, for which he was bound to them, and by judgment of the same bailiffs, according to the law of the same city, possession of the tenements of the said Robert in the same city was adjudged to them until they had received from the same [defendants] the aforesaid money in full; in which judgment the said William and the others acquiesced—the same William and the others afterwards caused four sacks of wool of certain men of Rouen, of the price of forty marcs, to be arrested on the ground of the said debt, at Harwich in the county of Essex, and sold them for thirty marcs, whereby the afore-

quatuor saccos lane quorundam hominum de Rotomago precii quadraginta marcarum et eos vendiderunt pro triginta marcis, per quod predictus Robertus pro predicta lana distringitur apud Rotomagum, ad ipsius dampnum non modicum et gravamen, etc.

Et Willelmus de Tangham et alii veniunt et defendunt vim et injuriam quando, etc. Et predicti Ricardus Josep, Johannes Horn et Willelmus de Hewell' bene defendunt quod nunquam fuerunt apud Rotomagum, nec quod predictus Robertus Croket umquam eis aliquid debuit, nec aliquid ab eo ibi petierunt; et quod ita sit petunt quod inquiratur per patriam. Et Robertus non potest hoc dedicere. Ideo predicti Ricardus, Johannes et Willelmus de Hewell' inde sine die et Robertus quo ad ipsos in misericordia. Perdonatur quia pauper est, etc.

Misericordia.

Et Willelmus de Tangham bene cognoscit quod predictus Robertus ei debuit xxxijl. de moneta de Turneys, que valent undecim marcas sterlingorum. Et revera dicit quod de predicto debito questus fuit ballivis civitatis Rotomagi; et ibi venit predictus Robertus et cognovit predictum debitum. Et quia prefati ballivi non potuerunt invenire aliqua catalla ipsius Roberti in predicta civitate de quibus posset satisfieri ipsi Willelmo de predicto debito, ideo adjudicaverunt eidem Willelmo possessionem domorum et reddituum ipsius Roberti in predicta civitate quousque de domibus illis debitum suum plenarie perciperet. Set bene dicit quod de judicio illo nunquam tenuit se contentum; nec predictos domos vel redditus recipere voluit, nec aliquem attornatum vel procuratorem constituere ad predictum redditum recipiendum, terminis consuetis, de tenementis ipsius Roberti in predicta villa. Et quod non tenuit se contentum de judicio satis patet per litteras patentes majoris Rotomagi quas predictus Robertus protulit in curia, que testantur quod predictus Willelmus noluit aliquem attornatum ad hoc facere, sicut predictum est. Et bene cognoscit quod ea ratione, quod predicti ballivi Rotomagi plenam justiciam ei inde non exhibuerunt, ideo secundum legem mercatorum ips[os] distrinxit in regno¹ Anglie per mercandisas predictae civitatis Rotomagi,² scilicet per predictos quatuor saccos lane,³ amplicantes⁴ in eodem regno, sicut bene ei licuit, quousque ei de debito suo fuisset satisfactum.

Et Robertus bene cognoscit, sicut alias cognovit apud Rotomagum, quod debuit predicto Willelmo predictas undecim marcas sterlingorum, set dicit quod idem Willelmus predictos quatuor saccos² lane quos arestaverat vendi fecit pro xxx. marcis, et omnes predictos denarios

¹ MS. 'regino.'

³ 'scilicet . . . lane' an interlineation.

² Sic.

⁴ Sic, for 'applicantes.'

said Robert is distrained for the aforesaid wool at Rouen, to his no inconsiderable loss and grievance, etc.

And William of Tangham and the others come and deny force and injury when, etc. And the aforesaid Richard Josep, John Horn and William of Howell well defend that they never were at Rouen, or that the aforesaid Robert Croket ever owed anything to them, nor did they ever demand anything from him there; and that it is so they ask that it may be inquired by the country. And Robert cannot gainsay this. Therefore the aforesaid Richard, John and William of Howell be [quit] thereof without day and Robert in respect of them in mercy. He is pardoned because he is poor, etc.

Mercy.

And William of Tangham well knows that the aforesaid Robert owed him 32*l.* of money of Tours, which are worth eleven marcs sterling. And he says that the truth of the matter is that he complained respecting the aforesaid debt to the bailiffs of the city of Rouen, and there came the aforesaid Robert and acknowledged the aforesaid debt. And because the aforesaid bailiffs could not find any chattels of Robert himself in the aforesaid city with which William himself could be satisfied in regard to the aforesaid debt, therefore they adjudged to the same William possession of the houses and rents of Robert himself in the aforesaid city until from those houses he should receive [the amount of] his debt in full; but he says well that he never held himself content with that judgment; nor was he willing to receive the aforesaid houses or rents, nor to appoint anyone his attorney or proctor to receive the aforesaid rent, at the terms accustomed, from the tenements of Robert himself in the aforesaid city. And that he did not hold himself contented in respect of the judgment appears sufficiently from the letters patent of the mayor of Rouen which the aforesaid Robert produced in court: which testify that the aforesaid William did not wish to make any attorney for this, as was said before. And well he knows that for the reason that the aforesaid bailiffs of Rouen did not show him full justice, therefore according to the law of merchants he distrained him [Robert] in the kingdom of England by merchandises of the aforesaid city of Rouen, namely by the aforesaid four sacks of wool landing in the same kingdom, as he was well allowed, until satisfaction had been given to him in respect of his debt.

And Robert well acknowledges, as he acknowledged previously, at Rouen, that he owed the aforesaid William the aforesaid eleven marcs sterling; but he says that the same William caused the aforesaid four sacks of wool which he had arrested to be sold for 30 marcs and

recepit, propter quod ipse districtus est apud Rotomagum, sicut predictum est. Et dicit quod libenter vult quod undecim marce de predicta pecunia eidem Willelmo remaneant pro ¹ predicto debito, per se sic,² quod deliberare faciat ad opus predictorum mercatorum Rotomagi, quorum predicti quatuor sacci lane fuerunt, residuum predictae pecunie, scilicet decem et novem marcas; et idem Robertus postea satisfaciet predictis mercatoribus de predictis undecim marcis ad melius quod poterit.

Et Willelmus non potest dedicere quin vendi fecit predictos saccos lane, set non pro triginta marcis, immo pro viginti sex marcis et dimidiam tantum, et hoc per estimacionem et apreciacionem villatarum de Gipewic', Orewell' et Herewyz. Et quia idem Willelmus non potest dedicere quin vendi fecisset predictos quatuor saccos lane, nec quin recepisset inde predictas undecim marcas pro debito suo, et nichilominus arestari fecit residuum predictae pecunie in grave dampnum ipsius Roberti, propter [quod] ³ bona ipsius Roberti ⁴ arestata fuerunt apud Rotomagum, et qua de causa oportuit predictum Robertum adire partes Anglicanas ad deliberandam predictam pecuniam antequam bona sua apud Rotomagum habere posset deliberata, consideratum est quod predictus Willelmus sit in misericordia pro transgressione quoad detencionem superplusagii predictae pecunie ultra predictum debitum suum undecim marcarum. Et satisfaciat predicto Roberto de dampnis suis que taxantur ad xls.

(m. 1.)

5. ⁵ PLACITA CORAM DOMINO REGE IN OCTABIS SANCTI HILLARII ANNO REGNI REGIS HENRICI FILII REGIS JOHANNIS QUINGESIMO PRIMO. (1267.)

Suhantona.

Preceptum fuit vicecomiti quod venire faciat coram Domino Rege in crastino Pasche anno [regni Regis] quinquagesimo ubicumque, etc., sex de probioribus et legalioribus hominibus ville Suhantone per quos rei veritas, etc.; et qui fidelitati Domini Regis tempore turbacionis, etc., manifeste adhererint; et qui nec Bonum Runsinum mercatorem de Lumbardia, nec Bernardum de Fraxis, Gilbertum Arnald', Johannem de Meon, Bydan de le Bek' nec socios suos, mercatores de Bayun, aliqua affinitate, etc., ad recognoscendum, etc., si predictus Bonus Runsinus bona predictorum Bernardi, Gilberti, Johannis, Bydan et

¹ 'pro' is interlineated.

³ 'quod' is omitted.

⁵ Curia Regis Roll 178.

² 'per sic sic' in roll.

⁴ 'Roberti' is interlineated.

received all the aforesaid money, on account of which he himself was distrained at Rouen as is aforesaid. And he says that he is freely willing that eleven marcs of the aforesaid money should be left to the same William for the aforesaid debt, apart, thus, that he cause to be delivered to the use of the aforesaid merchants of Rouen, to whom the aforesaid four sacks of wool belonged, the residue of the aforesaid money, namely nineteen marcs, and the same Robert afterwards to satisfy the aforesaid merchants in respect of the aforesaid eleven marcs as he shall best be able.

And William cannot gainsay that he caused the aforesaid sacks of wool to be sold, but not for thirty marcs; nay for twenty-six marcs and a half only, and this by the estimation and appreciation of the vills of Ipswich, Orwell¹ and Harwich. And because the same William cannot gainsay that he had caused the aforesaid four sacks of wool to be sold, nor that he had received therefrom the aforesaid eleven marcs for his debt, and nevertheless he caused the residue of the aforesaid money to be arrested, in grievous damage of Robert himself, on account of which the goods of Robert himself were arrested at Rouen, and for which cause it was necessary for the aforesaid Robert to go to the parts of England to deliver the aforesaid money before he could have his own goods delivered at Rouen, it is awarded that the aforesaid William be in mercy for trespass as to detention of the surplus of the aforesaid money, over his aforesaid debt of eleven marcs. And let him satisfy the aforesaid Robert for his damages, which are taxed at 40s.

Mercy.

5. PLEAS BEFORE THE LORD KING IN THE OCTAVES OF THE HOLY TRINITY, IN THE FIFTY-FIRST YEAR OF THE REIGN OF KING HENRY, SON OF KING JOHN. (1267.)

Southampton.

The sheriff was ordered to make six of the better sort of lawful men of the city of Southampton by whom the truth of the matter, etc. (and who manifestly adhered to their fealty towards the lord King in the time of the disturbance, etc., and who are attached neither to Bonruncin, merchant of Lombardy, nor to Bernard of Fraxis, Gilbert Arnold, John of Menes, Bydan of the Bek, nor their fellows, merchants of Bayonne, in any affinity), come before the lord King, wheresoever, etc., on the morrow of Easter in the fiftieth year to make recognition, etc., if the aforesaid Bonruncin sold the goods of the aforesaid Bernard, Gilbert, John, Bydan and their fellows (who landed in the port of

¹ This reference to a vill and jury of Orwell is interesting in view of Mr. R. G. Marsden's learned argument as to its confusion with Harwich (*E.H.R.*, Jan. 1906, p. 93 sq.).

sociorum suorum qui cum quadam navi sua, tempore Quadragesime anno quadragesimo nono cum averio ponderis, rebus et aliis mercandisis suis carcata, in portu de Portesmutha applicuerunt, et que per Symonem de Monteforte juniorem et alios inimicos Domini Regis eisdem Bernardo, Gilberto, Johanni', Bydan et sociis suis ablata fuerunt et reposita in castro de Pouceestre, diversis mercatoribus in parte vel in toto vendiderit et precium de bonis illis receperit et voluntatem suam inde fecerit et de eisdem bonis tanquam de suis propriis disposuerit et ordinaverit, sicut predicti Bernardus, Gilbertus, Johannes et Bydan dicunt; vel si predictus Bonus Runcinus per Alienoram consortem Edwardi primogeniti nostri predicto Simoni traditus, occasione salvacionis sue et rerum suarum habende, tanquam serviens ipsius Simonis, cui pro salvacione habenda temporibus illis ipsum necessario intendere oportuit, bona predicta per preceptum et voluntatem predicti Simonis vendidit; et quod precium eorundem bonorum nec in parte nec in toto recepit, nec aliquid inde pro voluntate sua disposuit nec ordinavit, nisi ad voluntatem ejusdem Simonis et suorum, sicut predictus Bonus Runcinus dicit. Quia tam, etc.

Ad quem diem predicta loquela cepit dilationem usque ad hunc diem. Et predicti mercatores et Bonus Runcinus venerunt et concesserunt quod fiat inquisicio, etc., per xii. de [discretioribus],¹ etc., de villa Suthantone; xii. de villa Wintonie; xii. de villa de Portesmutha, xii. de villa de Porcestria et xii. de civitate Londonie; per quos, etc., et qui nec, etc. Ideo preceptum est vicecomiti quod venire faciat eos a die Purificacionis Beate Marie Virginis in . . . sept[iman']¹ ubicumque, etc., nisi Dominus Rex suos miserit in partes illas aliquem ex fidelibus suis ad capiendum predictam inquisicionem, etc.

* * * * *

(m. 1.)

6. Preceptum fuit custod[i] Turris Londonie quod attachiari faceret Willelmum le Hodde de Benflete ita quod [sit hic] in crastino Clausi Pasche anno 1^o coram rege ubicumque, etc., ad ostendendum quare, cum Johannes de Albernon arrestari fecisset in balliva sua, tempore quo fuerit vicecomes Surreie, decem dolea weyde occasione turbationis, etc., postmodum sub legis testimonio deliberari fecisset Thome Pycard, tanquam sua, et que ipse a Roberto le Barrer, socio predicti Willelmi, et aliis sociis suis mercatoribus transmarinis, secundum consuetudinem mercatoriam habuerat per legalem emptionem ab ipsis inde factam, idem Willelmus in curia Domini Regis, coram ipso Domino Rege, falso implacitavit predictum Johannem, ad grave dampnum ipsius de weyda predicta, asserens eam suam esse, ita quod per surreptionem

¹ The roll is mutilated here.

Portsmouth in time of Lent in the forty-ninth year, with a certain ship of theirs laden with *avers de poise*, things and other merchandises, and which were taken away from the same Bernard, Gilbert, John, Bydan and their fellows by Simon de Montfort, the younger, and other enemies of the lord King and stowed in the castle of Porchester) to divers merchants in part or in whole, and received the price of those goods and had his will of them, and disposed and dealt with the same goods as though they were his own property, as the aforesaid Bernard, Gilbert, John and Bydan say—or if the aforesaid Bonruncin (handed over by Eleanor, consort of Edward our first-born son, to the aforesaid Simon, for the sake of having safety for himself and his things; in the capacity of servant of Simon himself, whom of necessity he had to propitiate for his own salvation in those days) sold the goods aforesaid by the precept and will of the aforesaid Simon, and that he received the price of the same goods neither in part nor in whole, nor disposed nor dealt with anything therefrom by his own will but only at the will of the same Simon and his following—as the aforesaid Bonruncin says. Because as well, etc.

At which day the aforesaid plea incurred delay until this day. And the aforesaid merchants and Bonruncin came and granted that inquiry should be made, etc., by 12 of [the more discreet], etc., of the town of Southampton, 12 of the town of Winchester, 12 of the town of Portsmouth, 12 of the town of Porchester and 12 of the City of London, by whom, etc., and who neither, etc. Therefore the sheriff is ordered to make them come in a week of the Purification of the Blessed Virgin Mary, wherever, etc., unless the lord King shall send some one of trust to take the aforesaid inquisition, etc.

6. The keeper of the Tower of London was ordered to cause William the Hodde of Benflete to be attached, so that he be here on the morrow of the Close of Easter in the 50th year before the King wheresoever, etc., to show wherefore—when John de Albernon had caused to be arrested in his bailiwick, at the time when he was sheriff of Surrey, ten casks of woad, by reason of the disturbance, etc., afterwards under testimony of law he had caused [the same] to be delivered to Thomas Pycard as though they were his, and which he himself had from Robert the Barrer, partner of the aforesaid William, and his other partners, foreign merchants, according to the custom of merchants by lawful purchase made thereof from them—the same William in the court of the lord King, before the lord King himself, falsely impleaded the aforesaid John, to his grave loss in respect of the woad aforesaid,

curie predicti Domini Regis sexies viginti marce per predictum Johannem solvende fuerant adjudicate, desicut supradictus Thomas, ad quem predicta weyda pertinebat, presens fuit et paratus ostendere weydam illam ad ipsum et non ad alium, ratione predictæ emptionis, pertinere. Et predictum Thomam venire faceret ad diem, etc., ut tunc ibi quod justum, etc., provideretur.

Et tam Thomas quam predictus Johannes venerunt ad hunc diem. Et Thomas dicit quod predicta weya sua fuit, et quod ipse eam emerat de predicto Roberto le Barrer et sociis suis, sociis predicti Willelmi Hodde, et eam pro sua advocat sicut legalem mercandisam suam, et bene dicit quod ipse [vult] warantizare predicto Johanni predictam weydam contra omnes homines, etc. Ideo predictus Johannes de Aubernun inde quietus.

(m. 19.) **7. ¹ PLACITA CORAM DOMINO REGE [DE TERMINO] S. MICHAELIS**
ANNO LIILJ^{to}. (1270.)

(m. 25d.) **Adhuc de quindena S. Martini.**

Lincoln'. Jacobus dictus Balenh' optulit se iiij^o die versus Rogerum le Chaumpeneys de placito quod cum idem Jacobus monstravit quod cum Michaelis de Aqua et quidam alii mercatores de Brussellis tenerentur prefato Jacobo in quater viginti et sexdecim libris pro lana ab ipso empta, solvendis ad certos terminos, et iidem mercatores terminos illos non observaverunt, per quod idem Jacobus ad nundinas S. Botulphi anno regni, etc., 1^o secundo accessit et ballivis earum nundinarum graviter conquestus fuit super injuria predicta, et eos rogavit ut bona et mercimonia predictorum mercatorum tunc in nundinis predictis existencia arrestari facerent, quousque dicto Jacobo secundum legem mercatoriam satisfacerent de debito supradicto; et iidem ballivi viginti et tres saccos [lane]² commune de Brussellis tunc in nundinis predictis inventos, occasione predicta, per considerationem curie nundinarum predictarum, arrestare facerent, tali condicione, quod nisi prefati mercatores prefato Jacobo infra unum annum et unum diem sequentem de debito predicto satisfacerent, predicti sacci lane predicto Jacobo liberarentur ad com[m]odum suum inde faciendum; cumque predictus Rogerus, ballivus nundinarum predictarum, saccos lane predictæ prefatis mercatoribus minus juste deliberari fecisset ad ipsius Jacobi grave dampnum et jacturam manifestam, desicut eadem communa sibi de debito predicto nondum satisfecit prout debuit. Et

¹ P.R.O., Curia Regis Roll 193.

² 'lane' is omitted.

asserting it to be his, so that by misleading the court of our aforesaid lord King six score marcs had been adjudged to be paid by the aforesaid John, whereas the aforesaid Thomas, to whom the aforesaid woad belonged, was present and prepared to show how that woad, by reason of the aforesaid purchase, belonged to him and not to any other. And [that] he should cause the said Thomas to come at a day, etc., and then and there what was just, etc., should be provided.

And as well Thomas as the aforesaid John came at this day. And Thomas says that the aforesaid woad was his, and that he himself had bought it of the aforesaid Robert the Barrer and his fellows, partners of the aforesaid William [the] Hodde, and he vouches it as his, as his lawful merchandise; and he says well that he himself is willing to warrant the aforesaid woad to the aforesaid John against all men, etc. Therefore the aforesaid John de Aubernun is thereof quit.

**7. PLEAS BEFORE THE LORD KING OF [THE TERM OF] S. MICHAEL
IN THE 54TH YEAR. (1270.)**

Yet of the Quindisme of S. Martin.

Lincoln.

James called Balenh' ¹ appeared on the 4th day against Roger le Chaumpeneys on a plea that whereas the same James has shown that whereas Michael of Aix and certain other merchants of Brussels were bound to the aforesaid James in eighty-six pounds for wool bought from him, to be paid at certain terms, and the same merchants have not observed those terms, whereby the same James came to the fair of S. Botulph in the 52nd year of the reign, etc., and made grievous complaint to the bailiffs of that fair of the injury, etc., and asked them to cause goods and wares of the aforesaid merchants then in the fair aforesaid to be arrested until they should give satisfaction to the said James for the aforesaid debt according to the law merchant; and the same bailiffs by the award of the court of the fair aforesaid caused twenty-three sacks of wool of the commune of Brussels then found in the fair aforesaid to be arrested for the cause aforesaid, on this condition, that unless the aforesaid merchants should satisfy the aforesaid James for the debt aforesaid within one year and one day following the aforesaid sacks of wool should be delivered to the aforesaid James to make his profit thereof. And whereas the aforesaid Roger, bailiff of the fair aforesaid, had wrongfully delivered sacks of the wool aforesaid to the aforesaid merchants to the grave damage and manifest loss of James himself, inasmuch as the same commune has not yet satisfied him in respect of the debt aforesaid

¹ Possibly 'the Fop,' *i.e.* 'well oiled' (balenatus).

idem Rogerus nichil ad mandatum domini Regis facere curaverit, de quo Rex miratur. Et ipse non venit. Et preceptum fuit vicecomiti quod poneret eum per vadium et salvos plegios quod [veniat]¹ ad hunc diem ad respondendum prefato Jacobo de transgressione predicta. Et vicecomes mandavit quod predictus Jacobus non invenit plegios de proseguendo. Ideo inde nichil actum.

Et quia predictus Jacobus fecit dominum Regem securum de clamore suo proseguendo, per Robertum de Norton' et Johannem de Vallibus de comitatu Norfolc', preceptum est vicecomiti quod ponat eum per vadium et salvos plegios quod sit coram Rege in octabis S. Hillarii ubicunque, etc. Et unde, etc.

- (m. 1.) 8. ² PLACITA CORAM CONSILIO DOMINI REGIS DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI PRIMO. (1273.)

(m. 8.) **Adhuc de Quindena Sancti Michaelis.**

Lincoln'.

Prior de Neketon per attornatum suum optulit se iiij^{to} die versus Ernaldum Berardi et Benedictum Johannis, mercatores Caturic[inos], quondam socios Petri Beraldi, de placito quod cum ipsi venerint jam dudum in curiam Domini Regis Henrici, patris regis nunc, coram ipso rege et concesserunt pro se et sociis suis mercatoribus, quod profecti essent in propriis personis infra autumpnum proximo preteritum apud prioratum de Neketon', et cum priore ejusdem computasse debuissent de omnibus perceptis exituum ejusdem prioratus per predictum Petrum et suos de toto tempore quo predictus prioratus fuit in custodia ejusdem Petri. Et omnia debita et arreragia ex qualicunque causa inter predictas partes tenentur, secundum quod inter eos fuit computatum, ad tunc plenarie solvi debuissent, unacum scriptis obligatoriis inter predictas partes hinc inde confectis, sicut per inspectionem rotulorum ejusdem regis, patris regis nunc, Rex intellexit. Veniens in curia Regis, coram consilio suo, nuper predictus prior graviter conquerendo asserens quod predicti mercatores non venerunt, nec adhuc cum ipso computaverunt, nec scripta sua obligatoria ei reddiderunt, sicut in predicta curia concesserunt, ad grave dampnum ipsius prioris et ad maximum periculum et jacturam que alias imposterum per detencionem

¹ 'veniat' is omitted.

² Coram Rege Roll 1.

as it should have done. And the same Roger has not cared to do anything at the lord King's command, whereat the King marvels ; and he himself did not come. And the sheriff was ordered to put him under bail and safe pledges that he come at this day to answer the aforesaid James of the trespass aforesaid. And the sheriff reported that the aforesaid James did not find pledges to sue ; therefore nothing was done therein.

And because the aforesaid James made the lord King secure, in respect of pursuing his claim, by Robert of Norton and John de Vallibus of the county of Norfolk, the sheriff is ordered to put him under bail and safe pledges to be before the King in the Octaves of S. Hilary, wherever, etc. And whereupon, etc.

8. PLEAS BEFORE THE COUNCIL OF THE LORD KING OF THE TERM OF S. MICHAEL IN THE FIRST YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1273.)

Yet of the Quindisme of S. Michael.

Lincoln.

The prior of Nocton, by his attorney, appeared on the 4th day against Ernald [son of] Berard and Benedict [son of] John, merchants of Cahors, formerly partners of Peter [son of] Berald, on a plea that when they came some time past to the Court of the lord King Henry, father of the King that now is, before the King himself and granted, for himself and his fellow merchants, that they would set out in their proper persons within the autumn last past to the priory of Nocton, and that they should account with the prior of the same for all receipts of the issues of the same priory by the aforesaid Peter and his fellows for the whole time that the aforesaid priory was in the custody of the same Peter. And all debts and arrears from what cause soever they are charged between the aforesaid parties, according to what has been computed between them, ought to be fully paid up to that time together with the writings obligatory from time to time executed between the parties, as the King has understood by inspection of the rolls of the same King, father of the King that now is. The aforesaid prior, coming of late in the King's Court before his council, grievously complaining, asserts that the aforesaid merchants came not, nor, as yet, have accounted with him, nor have they handed back his writings obligatory to him as they granted in the aforesaid court, to the grave loss of the prior himself and to the utmost peril and loss which otherwise in later times might befall the aforesaid prior and his convent through the detention of the aforesaid

predictorum scriptorum, adhuc integre remanencium penes predictos mercatores, predicto priori et suo conventui poterunt imminere.

Et quia hiis maliciis Rex vult obviare, ut tenetur, et ea que in curia predicta regis, patris regis nunc, concessa fuerunt firmiter facere teneri, precepit vicecomiti quod faceret eos venire ad hunc diem ad computandum super premissis cum predicto priore et ad ostendendum quare prius non computaverunt. Et ibi haberet scripta obligatoria que inde habent; et hoc non omitteret sicut indemnitati proprie voluerit precavere. Et ipsi non venerunt. Et preceptum fuit vicecomiti quod faceret eos venire, etc. Et vicecomes nil inde fecit, set mandat quod non habent terras nec tenementa in balliva sua per que possunt distringi. Et testatum est quod habent tenementa et catalla in villa Londonie per que possunt distringi. Ideo preceptum est vicecomiti quod distring[eret] eos per omnes terras, etc. Et quod de exitibus, etc. Et quod habeat corpora a die Sancti Martini in xv. dies, etc. Et unde vicecomes Linc[olnesire], etc. Et unde testatum est, etc.

Londonia.

(m. 1.) **9.** ¹ PLACITA CORAM REGE APUD WESTMONASTERIUM IN CRASTINO ET OCTABIS SANCTE TRINITATIS ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI TERCIO. (1275.)

* * * * *

(m. 5.) **Adhuc de Quindena Sancti Trinitatis.**

* * * * *

Norff'.

Nigellus le Serjaunt, Johannes filius Alueredi de Ispannia, Johannes le Taverner et Simon de Mychington attachiati fuerunt ad respondendum Hugoni le Enveyse ² et Waltero le Rous de Norhantona de placito quare cum dominus Henricus rex, pater Domini Regis nunc, concesserit prefatis Hugoni et Waltero quod ipsi non distringerentur pro aliquo debito de quo fidejussores ³ aut principales debitores ⁴ non extiterint, prefati Nigellus, Johannes et Simon, simul cum Josep le Taverner de Lenne, bona et catalla apud Lenne inventa pro quodam debito, in quo Walterus le Escot tenetur predictis Johanni et Alveredo, ut dicitur, de quo nec fidejussor nec principalis debitor existit, ceperunt et ea ei detinent ad grave dampnum ipsius Walteri et contra concessionem predicti Domini Regis, patris regis nunc, predictam, et unde predictus Walterus queritur quod cum ipse, die Jovis proxima post festum Sancti Bartholomei anno regni Henrici regis lv., venisset

¹ Coram Rege Roll 17.

² Struck through in roll and 'obiit' interlined.

³ 'fidejussores' in roll with erasure.

⁴ 'debitores' in roll with erasure; the rest of the sentence has been altered to agree with these.

writings, still remaining altogether in the keeping of the aforesaid merchants.

And because the King wishes to obviate these malicious acts, as he is bound, and to cause those concessions which were made in the Court of the aforesaid King, father of the now King, to be firmly maintained, he has ordered the sheriff to make them come at this day to account with the aforesaid prior upon the premises, and to show why they have not accounted previously. And he should have there the writings obligatory which they have thereof; and he should not omit this as he would wish to preserve his own safety. And they came not. And the sheriff was ordered to make them to come, etc. And the sheriff did nothing therein, but returns that they have not lands or tenements in his bailiwick by which they can be distrained. And it is testified that they have tenements and chattels in the town of London by which they can be distrained. Therefore the sheriff is ordered to distrain them by all their lands, etc.; and that of the issues, etc. And that he have their bodies 15 days from Saint Martin's Day, etc. And whereupon the sheriff of Lincolnshire, etc. And whereupon it is testified, etc.

London.

9. PLEAS BEFORE THE KING AT WESTMINSTER IN THE MORROW AND OCTAVES OF THE HOLY TRINITY, IN THE THIRD YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1275.)

Yet of the Quindisme of the Holy Trinity.

Nigel the Serjeant, John son of Alfred of Spain, John the Taverner and Simon of Mychington were attached to answer Hugh le Enveyse and Walter le Rous of Northampton on a plea of wherefore, when the lord King Henry, father of the now lord King, granted to the aforesaid Hugh and Walter that they should not be distrained for any debt of which they were not pledges or chief debtors, the aforesaid Nigel, John and Simon, together with Joseph the Taverner of Lynn, took goods and chattels found at Lynn for a certain debt in which Walter the Scot is bound to the aforesaid John and Alfred, as it is said, of which he is neither pledge nor chief debtor, and detains them from him, to the grave damage of Walter himself and against the aforesaid grant of the aforesaid lord King, father of the now King. And whereupon the aforesaid Walter complains that when he himself, on Thursday next after the Feast of S. Bartholomew in the 55th year of King Henry,

Norfolk.

apud nundinas de Lenne ad vendendum pannos suos, predicti Nigellus et alii ceperunt ab eo quinque pannos albos, quorum unusquisque continebat in longitudine triginta ulnas, contra concessionem sibi a prefato domino Henrico rege factam; unde dicit quod deterioratus est et dampnum habet ad valenciam viginti librarum. Et inde producit sectam, etc.

Et Nigellus, Johannes et Simon veniunt et defendunt vim et injuriam, quando, etc. Et bene defendunt quod nunquam predictis die et anno venerunt ad nundinas de Lenna, nec pannos ipsius Walteri ceperunt, nec aliquod dampnum ei intulerunt contra concessionem predictam. Et de hoc ponunt se super patriam. Et Walterus similiter. Ideo preceptum est vicecomiti quod venire faciat a die Sancti Michaelis in tres septimanas, ubicumque, etc., nisi J. de Metyngham prius, etc., xii., etc., per quos, etc. Et qui nec, etc., ad faciendum recognicionem in forma predicta. Quia tam, etc.

(m. 17d.) **10.** ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM IN CRASTINO S. TRINITATIS, ANNO IV^{to} [REGIS EDWARDI FILII REGIS HENRICI]. (1276.)

Adhuc de Quindena et Tercia Septimana Sancte Trinitatis et in Crastino Sancti Johannis Baptiste.

* * * * *

Burdingalia,
Suffolk:

² Dominus rex mandavit majori et ballivis Burdigalie quod tempore vindemiarum suarum proximo preteritarum, et tempore quo plures mercatores de diversis terris venerunt in partibus suis Burdegalie ad vina et alia que ad mercatores pertinent emenda, in presencia Reymundi de Villa Nova et sociorum suorum de Barselona et Margarete, que fuit uxor Willelmi Bernard' de Donewyco, si interesse voluerint, tam per sacramentum proborum et legalium civium de civitate Regis Burdegalie, quam per sacramentum proborum et legalium mercatorum, tam Anglorum quam aliorum de partibus ³ civitatis Regis predicte Burdegalie, per quos rei veritas melius sciri poterit, et qui nec Reymundum et socios suos predictos, nec predictam Margaretam ⁴ aliqua affinitate attingerent, diligentem facerent inquisitionem si predictus Reymundus et socii sui mercatores de Barselona emerunt quinquaginta, et duas balas alume in partibus suis Burdegalie et illas, per frectam ⁵ cum predicto Willelmo Bernard factam, in navem ipsius Willelmi, que vocatur

¹ Coram Rege Roll 24.

² Coram Rege Roll 24, m. 17d, supplemented by m. 19d, from which the text of the further hearing printed below is derived.

³ For references to the official and local administration of the city, see p. xxxv; and *cf.* below, p. 94 sq.

⁴ *Sic* in roll.

⁵ *i.e.* the bill of lading referred to below.

came to the fair of Lynn to sell his cloths, the aforesaid Nigel and the others took from him five white cloths, each of which contained in length thirty ells, contrary to the grant made to him by the aforesaid lord King Henry : whereupon he says that he is the worse and has loss to the value of twenty pounds. And thereof he brings suit, etc.

And Nigel, John and Simon come and defend force and injury, when, etc. And they well defend that never on the aforesaid day and year they came to the fair of Lynn ; nor took the cloths of Walter himself, nor inflicted any loss contrary to the grant aforesaid. And for this they put themselves upon the country ; and Walter likewise. Therefore the sheriff is ordered to make to come in three weeks of S. Michael, wherever, etc., unless J. of [Metingham], etc., 12, etc., by whom, etc. ; and who neither, etc., to make recognition in the form aforesaid. Because both, etc.

10. PLEAS BEFORE THE LORD KING AT WESTMINSTER ON THE MORROW OF THE HOLY TRINITY IN THE 4TH YEAR [OF KING EDWARD, SON OF KING HENRY]. (1276.)

Yet of the Quindisme and Third Week of the Holy Trinity, and Morrow of S. John the Baptist.

The lord King commanded the mayor and bailiffs of Bordeaux that in the season of their vintage, last past, and at the time when the more merchants from divers lands have come to the parts of Bordeaux to buy wines and other things that concern merchants, in the presence of Reymund de Nova Villa and his associates of Barcelona and of Margaret the widow of William Bernard of Dunwich, if they should wish to be present, they should make diligent inquiry both by the oath of good and lawful citizens of the King's city of Bordeaux as of others of the parts of the King's city aforesaid of Bordeaux, through whom the truth of the matter might best be known and who touched neither Reymund and his aforesaid associates nor the aforesaid Margaret in any affinity, if the aforesaid Reymund and his associates, merchants of Barcelona, did buy fifty-two bales of alum in their parts of Bordeaux and did place them by freight made with the aforesaid William Bernard, in the ship of William himself which is called the Holy

Bordeaux,
Suffolk.

Seynte Croyz, posuerunt ad transfretandas et carandas¹ ad partes Anglie; ita quod bale ille fuerunt predicti Reymundi et sociorum suorum predictorum, sicut predictus Reymundus dicebat; vel si predictus Willelmus Bernard [predictas balas²] propriis denariis suis et pecunia sua propria in partibus Burdegalie ad opus suum proprium comparaverat et in navem suam posuisset ad carandas³ ad partes Anglicanas, sicut predicta Margareta dicebat. Quia tam predicta Margareta quam predictus Reymundus, inter quos inde contencio fuerat, posuerunt se in inquisitionem illam.⁴ Et si consuetudo esset in civitate Regis predicta quod quilibet qui bona sua carcat in navem alterius per frectam ad caranda vel transfretanda alicubi, faciet quoddam scriptum tripartitum, cujus una pars remanebit illi cujus sunt bona, et alia pars ei cujus est navis, et tertia pars cuidam clerico de civitate Regis predicta Burdegalie ad hoc jurato, prout in curia Regis coram eo propositum fuit, tunc assumpto secum predicto clerico, in presencia ipsius fieret inquisitio in forma predicta.⁵ Sin autem, assumptis secum discretioribus et legalioribus viris de partibus suis predictis, fideliter, ut predictum est, predictam inquisitionem facerent. Et inquisitionem quam inde fecerint distincte et aperte Regi a die Sancti Michaelis in unum mensem ubicunque tunc esset in Anglia sub sigillo suo mitterent, sigillatam sub sigillis eorum per quorum sacramenta inquisitionem illam fecerint. Et quod haberent ibi nomina eorum per quorum sacramenta inquisitionem illam fecerint et breve, etc.

Postea predicti major et ballivi civitatis Burdegalie miserunt inquisitionem ad modum patrie illius factam, videlicet per probationes testium;⁵ per quam compertum est et satis constat quod predictus Reymundus et socii sui, mercatores predicti, emerunt predictas balas in partibus Burdingalie et illas per frectam carcaverunt in predicta navi predicti Willelmi ad transfretandas usque Londoniam. Ita quod predictae bale non fuerunt predicti Willelmi, immo predictorum mercatorum.

Et ideo quia ignoratur quantum predictae bale valuerunt apud Londoniam die quo Londonie exonerate fuerunt, mandatum est Johanni de Cobbeham quod tam per sacramenta proborum et legalium hominum de visneto Ecclesie Sancti Martini in Vintreis Londonie quam aliorum legalium mercatorum de civitate predicta de valore

¹ M. 19b reads 'ducendum' for 'cariandum' here and elsewhere.

² 'predictas balas' supplied here from m. 19b, which agrees throughout with Roll 25, m. 6d. (See n. 1, p. 16.)

³ 'ad carandas' is repeated in the roll.

⁴ 'Quia . . . illam' omitted in 19b, which curtails the last part of this paragraph.

⁵ Cf. below, p. 93 sq., and Appendix, p. 150, where another type of local registration is described in detail.

Cross, to be transported and carried to the parts of England ; so that those bales were the aforesaid Reymund's and his aforesaid associates', as the aforesaid Reymund says ; or if the aforesaid William Bernard with his own proper moneys and his own proper wealth had become possessed in the parts of Bordeaux of [the aforesaid bales] to his own proper use and had placed them in his ship to be carried to the parts of England as the aforesaid Margaret said (because both the aforesaid Margaret and the aforesaid Reymund, between whom there was dispute thereof, put themselves on that inquisition); and if it were the custom, in the King's city aforesaid, that anyone who loads his goods in the ship of another, by way of freight, to be carried or transported anywhere, shall make a certain tripartite writing, of which one part shall remain to him whose goods they are, and the second part to him whose the ship is, and the third part to a certain clerk of the King's city of Bordeaux sworn to this as it has been propounded to him in the King's Court ; then taking with them the aforesaid clerk, in his presence inquisition should be made in the form aforesaid ; but if not, taking with them the more discreet and lawful men from their parts aforesaid, they should make the aforesaid inquisition faithfully, as aforesaid. And they should send the inquisition which they have made thereof distinctly and openly to the King one month from the day of S. Michael, wherever he should then be in England, under his seal, sealed with the seals of them by whose oath they made that inquisition. And that they should have there the names of those by whose oaths they made that inquisition and the writ, etc.

Afterwards the aforesaid mayor and bailiffs of the city of Bordeaux sent an inquisition made according to the manner of that country, namely by the proofs of witnesses ; by which it is found and sufficiently recorded that the aforesaid Reymund and his associates, the merchants aforesaid, bought the aforesaid bales in the parts of Bordeaux and loaded them as freight in the aforesaid ship of the aforesaid William to be transported to London : so that the aforesaid bales were not the aforesaid William's, but the aforesaid merchants'.

And therefore, because it is not known how much the aforesaid bales were worth in London on the day when they were landed at London, John of Cobham was commanded to inquire diligently both by the oaths of good and lawful men of the neighbourhood of the church of S. Martin in the Vintry of London and of other lawful

predictarum balarum, tempore quo exonerate fuerint ibi, diligenter inquirat. Et quid per inquisitionem invenerit, Regi constare faciat per litteras, etc., et sub sigillo, etc.

(m. 19d.)

¹ **Adhuc de Octabis Sancti Johannis Baptiste.**

Suff.

Margareta que fuit uxor Willelmi Bernard de Donewyco attachiata fuit ad respondendum Reymundo de Villa Nova, qui ² sequitur sine brevi pro se et sociis suis mercatoribus de Barselona, de placito quare cum predictus Reymundus et socii sui predicti emissent in Vasconia in partibus Burdygalie quinquaginta et duas balas alume et illas per frectam cum predicto Willelmo, quondam viro predictæ Margarete factam, in navem ipsius Willelmi que vocatur Sainte Croiz³ posuissent, ad transfretandas et carandas ad partes Anglie. Ac predicta navis applicuisset cum predictis balis et aliis mercandisis apud Sandwycum; ac magister predictæ navis duci fecisset per batellos predictas balas apud Londoniam, ad domum cuiusdam Walteri le Cornewaleis in parochia Sancti Martini in Vintriis; predicta Margareta, ante adventum predictorum mercatorum ad partes Anglie, asserens predictas balas fuisse predicti Willelmi domini sui, qui submersit in mari,⁴ eas cepit et vendidit et inde disposuit tanquam de propriis mercandisis eius pro voluntate sua, et predictas balas et precium earundem eisdem mercatoribus detinuit et adhuc detinet, unde dicunt quod deteriorati sunt et dampnum habent ad valenciam quinquagintarum librarum et inde producant sectam, etc.

Et Margareta per attornatum suum venit et defendit vim et injuriam, etc. Et bene cognovit quod cepit predictas balas alume inventas in domo predicti Walteri le Cornwaleis ut illas que fuerunt predicti Willelmi viri sui; et quas idem Willelmus, propriis denariis et ad opus suum proprium, emit in partibus prope Burdigalum;⁵ et quas idem Willelmus poni fecit in propria navi sua ad transfretandum in partibus Anglie, tanquam proprias mercandisas suas. Set quod predictæ bale non fuerunt predicti Reymundi aut sociorum suorum, immo

¹ The further proceedings in this case (for which space was left on m. 17d) are entered here (m. 19d). In spite of some repetition (which has been omitted as far as possible), the description of the inquiry held in Bordeaux and London is of considerable interest. This record is duplicated in Roll 25, m. 6d.

² Coram Rege Roll, m. 19d.

³ 'que . . . Sainte Croiz' is interlineated.

⁴ 'qui . . . mari' is interlineated.

⁵ It will be noticed that several forms of this place-name occur in the rolls. The extension adopted by M. Chas. Bémont (*Rôles Gascons*, Suppt. T. i. (Index)) is 'Burdigala.'

merchants of the city aforesaid as to the value of the aforesaid bales at the time when they were unladen there: And he is to cause the King to be certified as to what shall be found by the inquisition through letters, etc., under his seal, etc.

Yet of the Octaves of S. John the Baptist. (1276.)

Suffolk.

Margaret the widow of William Bernard of Dunwich was attached to answer Reymund de Ville Neuve who sues without writ for himself and his associates merchants of Barcelona on a plea wherefore (when the aforesaid Reymund and his associates aforesaid had bought in Gascony, in the parts of Bordeaux, fifty-two bales of alum and placed them by way of freight made with the same William, late husband of the aforesaid Margaret, in the ship called Holy Cross to transport and carry them to the parts of England; and the aforesaid ship had put into Sandwich, and the master of the aforesaid ship had caused the aforesaid bales to be taken by barges to London, to the house of a certain Walter of Cornwall in the parish of S. Martin in the Vintry) the aforesaid Margaret, before the coming of the aforesaid merchants, asserting that the aforesaid bales were the aforesaid William's, her lord's, who was drowned in the sea, took them and sold and disposed thereof as of her own proper merchandises, at her will; and she detained and still detains the aforesaid bales and part thereof from the said merchants. Whereupon they say that they are the worse and have damage to the value of five hundred pounds, and thereof they bring suit, etc.

And Margaret, by her attorney, comes and defends force and injury, etc., and she acknowledged well that she took the aforesaid bales of alum found in the house of the aforesaid Walter of Cornwall as those that were the aforesaid William's, her husband's, and which the same William bought in the parts near Bordeaux with his own money and to his own proper use, and which the same William caused to be placed in his own proper ship to transport them to the parts of England, as his own proper merchandise. But that the aforesaid bales were not the aforesaid Reymund's nor his associates', but indeed

predicti Willelmi quondam viri sui, empte propriis denariis ipsius Willelmi in partibus predictis, petit quod inquiretur per cives et mercatores Burdegal[ii] et per visnetum ejusdem civitatis. Et Reymundus, pro se et sociis suis, similiter. Ideo mandatum est majori et ballivis civitatis Burdigalii,¹ quod tempore vindemiarum [*as on m. 17d*].²

Mia.

Postea major Burdegalii misit sub sigillo suo communi predictae civitatis inquisitionem quam inde fecit, secundum quod inquisitiones fiunt in partibus illis, videlicet depositiones testium quos uterque eorum produxit ad probandum intencionem suam. Quibus auditis et intellectis, satis liquet quod predicta Margareta defecit in probatione sua, et quod predictus Reymundus sufficienter probavit quod predictae bale fuerunt sue et sociorum suorum. Ideo consideratum est quod predictus Reymundus recuperet precium predictarum balarum et dampna, etc. Et predicta Margareta in misericordia.

Ita tamen quod predictus Reymundus inveniat securitatem quod respondebit sociis suis vel aliis qui jus vindicare poterint in predictis balis. Et predictus Reymundus dixit quod non potuit invenire hujusmodi securitatem nisi in civitate Londonie, ubi mercatores conversantur, et petit quod aliquis justiciarius de Banco recipiet predictam securitatem et quod certificet de securitate illa. Ideo mandatum est Johanni de Lovetot quod capiat predictam securitatem, qui postea mandavit quod predictus Reymundus inveniat coram eo manucaptos respondentes in forma predicta, scilicet Willelmum Barath, civem Londonie, Stephanum Cinkeban de Brigerak', Reymundum de Ipre de Castello Saraceno, Arnaldum de Nerbun, Reymundum de Bre de Burdegallio, et Johannem de Nerbun, mercatores. Et quia nescitur de precio predictarum balarum, quantum valuerunt die quo ducte fuerunt London[iam] mandatum est Johanni de Cobbeham quod super [hoc]³ inquiret veritatem per visnetum Sancti Martini Londonie in Vintriis et per mercat[ores]³ ejusdem civitatis; et similiter quod inquiret de dampnis, etc. Et inquisic[ionem inde]³ scire faciat, etc. Qui postmodum misit inquisitionem illam, que dicit quod de quinquaginta balis unius generis, quolibet bala valuit tempore quo posite f[u]erunt³ in domo Walteri le Cornwaleis in Londonia xxxiiij solidos, et de duabus residuis alterius generis, utraque bala valuit lv. solidos; et est summa quaterviginti et octo libre. Dampna eciam taxantur per eandem [in]quisitionem³ ad decem libras.

¹ See p. 16 n. 5.

² See above, p. 14, from m. 17d of the roll, which the version on m. 19d follows fairly closely, though with a few variants and two omissions. The rest of the record from 'Postea major Burdegalii' to the end is practically recorded on m. 19b only.

³ The right-hand margin of the roll is rubbed. Roll 25 supplies this.

the aforesaid William's, her late husband's, bought with the proper money of William himself in the parts aforesaid, she asks that inquiry may be made by the citizens and merchants of Bordeaux and by the neighbourhood of the same city. And Reymund, for himself and his associates, likewise. Therefore the mayor and bailiffs of the city of Bordeaux were commanded that in the season . . . [*etc., as on p. 14, l. 20 sq.*].

Afterwards the mayor of Bordeaux sent under his common seal of the aforesaid city the inquisition which he made thereof, according as inquisitions are made in those parts, namely the depositions of witnesses which each one of them brought to prove his intention. And these being heard and understood it is plain enough that the aforesaid Margaret failed in her proof, and that the aforesaid Reymund proved sufficiently that the aforesaid bales were his and his associates'. Therefore it is awarded that the aforesaid Reymund should recover the price of the aforesaid bales and damages, etc., and the aforesaid Margaret in mercy.

Mercy.

So that, however, the aforesaid Reymund do find security that he will answer for his associates or others who may be able to claim a right in the aforesaid bales. And the aforesaid Reymund said that he could not find security of this kind unless it were in the city of London where merchants forgather, and he asks that some justice of the Bench shall receive the aforesaid security and that he certify as to that security. Therefore John de Lovetot is commanded to take the aforesaid security, who afterwards reported that the aforesaid Reymund found, before him, sureties answerable in the form aforesaid, namely, William Barath, citizen of London, Stephen Cinkeban of Bergerac, Reymund of Ypres of Castel Sarrazin, Arnald of Narbonne, Reymund de Bre of Bordeaux, and John of Narbonne, merchants. And because nothing is known as to the price of the aforesaid bales, how much they were worth on the day when they were brought to London, John of Cobham was commanded to inquire the truth concerning the premises by the neighbourhood of S. Martin's of London, in the Vintry, and by merchants of the same city; and likewise that he inquire of the damages, etc. And the inquisition thereof he is to make known, etc. Who afterwards sent that inquisition, which says that of fifty bales of one sort each bale was worth at the time when they were placed in the house of Walter of Cornwall in London, 33 shillings; and of the two remaining bales, of another sort, each was worth 55 shillings: and the sum total is eighty-eight pounds. The damages also are taxed by the same inquisition at ten pounds.

Predicte inquisitiones retornate per majorem Bordegalii et per predictos Johannem de Luvetot et Johannem de Cobbeham invenientur in ligula recordorum de anno quarto.

- (m. 30.) **11.** ¹ ASSISE CAPTE APUD LINCOLNIAM DE LIBERTATIBUS EJUSDEM CIVITATIS, DIE LUNE PROXIMA POST FESTUM SANCTI PETRI AD VINCULA ANNO REGNI REGIS EDWARDI SEXTO, CORAM JOHANNE DE REYGATE ET WILLELMO DE NORBURGO JUSTICIARIIS ASSIGNATIS. (1278.)

* * * * *

Lincol'.

Dominus rex mandavit dilecto et fideli suo Willelmo de Norburgo breve suum in hec verba : Edwardus, etc., dilecto et fideli suo Willelmo de Norburgo salutem. Cum in loquela que fuit coram dilecto et fideli nostro Johanne de Bek et sociis suis, justiciariis nostris ad placita de catallis et debitis mercatorum Flandrensium audienda et terminanda assignatis ² per breve nostrum, inter Jacobum le Roy de Dichemuth et Johannem de Redemare, de debito quingentarum librarum quod idem Jacobus a prefato Johanne exigebat, ad judicium minus rite processum sit ad grave dampnum predicti Jacobi, sicut ex querela sua accepimus; nos ejusdem mercatoris paupertati compacientes, constituimus vos justiciarium nostrum, una cum aliquo fideli nostro quem vobis ad hoc associaveritis, ad inquirendum plenius de premissis et ad recordum et processum ejusdem loquele plenius examinanda, et errorem si quis fuerit in processu predicto corrigendum, et partibus justiciam inde secundum legem mercatoriam faciendam. Et ideo vobis mandamus quod, ad certos diem et locum quos ad hoc provideritis, convocatis coram vobis partibus predictis, inquisitionem illam capiat, et recordo et processu predicte loquele diligenter inspectis et examinatis, errorem illum, si quis fuerit, corrigi et partibus plenam et celerem justiciam secundum legem mercatoriam exhiberi faciatis. Mandavimus enim prefato Johanni quod recordum et processum loquele predicte, cum brevi originali et omnibus aliis adminiculis loquelam illam tangentibus, sub sigillo suo coram vobis mittat; et vicecomiti nostro Lincolnesire quod partes predictas et tot et tales probos et legales homines de

¹ P.R.O., Assize Roll 1238; *cf.* Coram Rege Roll 79, m. 12, and 80, m. 3, and *cf.* p. 91.

² These justices were appointed in 1274 (Cal. of Patent Rolls, 1272-8, p. 60). By good fortune specimens of Bek's proceedings have been preserved in the Exchequer (E. 101/27/(2)(3)). From these it appears that his headquarters were at S. Martin's the Great, London, where he sat with Fulk Lovel and four English and four Flemish merchants to record the due proof, by oath and witnesses, of the extensive Flemish debts repayable under the treaty of June 1274 (*cf.* p. xxxii sq.).

It is interesting to find, from another stray document, that Sir John Bek was also employed in collecting the debts due to Florentine merchants (Chanc. Mise. 13/1/16), and we are tempted to wonder whether this debt court was associated with S. Paul's. In any case, it may be desirable to discount Edward I's solicitude for the welfare of individual merchants by the reflection that he regarded the whole fraternity of merchants as necessary agents in securing to the English crown its proper share of the world's wealth.

The aforesaid inquisitions returned by the mayor of Bordeaux and by the aforesaid John de Luvetot and John of Cobham will be found in the file of records of the fourth year.

11. ASSIZES TAKEN AT LINCOLN AS TO THE LIBERTIES OF THE SAME CITY, ON MONDAY NEXT AFTER THE FEAST OF S. PETER AT CHAINS, IN THE SIXTH YEAR OF THE REIGN OF KING EDWARD, BEFORE JOHN OF REIGATE AND WILLIAM OF NORBURY APPOINTED AS JUSTICES. (1278.)

Lincoln'.

The lord King sent his beloved and trusty William of Norbury his writ in these words: Edward, etc., to his beloved and trusty William of Norbury greeting. Whereas in the plea which was before our beloved and trusty John Bek and his fellows, our justices appointed by our writ for hearing and determining pleas of the chattels and debts of Flemish merchants, judgment has been delivered unduly between James le Roy of Dixmude and John de Redmere concerning a debt of five hundred pounds which the same James was exacting from the aforesaid John, to the grave loss of the aforesaid James, as we have heard from his complaint. We, pitying the poverty of the same merchant, have appointed you our justice, together with any one of our faithful subjects whom you shall have associated with yourself for this, to inquire more fully of the premises and to examine more fully the record and process of the same plea, and to correct the error, if any there should be in the process aforesaid, and to do justice to the parties according to the law merchant, and therefore we command you that, at a certain day and place, which you shall have provided for this, the parties aforesaid having been called together before you, you shall take that inquisition, and the record and process of the aforesaid plea having been diligently inspected and examined, you shall cause that error, if any there be, to be corrected and full and speedy justice to be exhibited to the parties according to the law merchant. For we have commanded the aforesaid John that he send before you, under his seal, the record and process of the plea aforesaid, with the original writ and all the other vouchers touching that plea; and the sheriff of Lincolnshire that he cause to come before you the parties aforesaid and so many and such like good and lawful men of his bailiwick as by them the truth of the

balliva sua, per quos rei veritas melius in premissis sciri poterit et inquiri, coram vobis venire faciat. In cujus rei testimonium, etc.

Et predictus Willelmus ad diem illum, scilicet die Lune proxima post festum S. Petri ad Vincula, associavit sibi Johannem de Reygate et Stephanum de Lund[onia], Jacobum de Ponte, maiorem Lincolnie, et Osbertum filium Egidii¹ et Ricardum de Araz, cives et mercatores Lincolnie, coram quibus venerunt partes predictæ. Et Johannes Bek misit recordum loquæle predictæ quod tale est.

Jacobus le Roy de Dykemue optulit se versus Johannem de Redemare de Appelby et dicit quod quidam contractus societatis factus fuit inter eos, ita videlicet, quod predictus Jacobus transmitteret dicto Johanni pannos, species et alia mercimonia de Flandria in Angliam ad quartam partem lucri et dampni inde provenientis; et dictus Johannes transmitteret predicto Jacobo lanas et alia mercimonia de Anglia in Flandriam ad quartam partem lucri et dampni inde provenientis. Et ratione hujus contractus dictus Jacobus transmisit dicto Johanni pannos, species et alia mercimonia que, simul cum quarta parte lucri inde provenientis, estimat ad quingentas libras sterlingorum, quas dictus Johannes eidem Jacobo injuste detinet, ad dampnum ipsius Jacobi c. libres, ut dicit. Et inde producit sectam, etc.

Et predictus Johannes presens defendit, etc., et dicit quod aliquo tempore habuit societatem cum predicto Jacobo et Nicholao Buk' burgensibus de Dykemue; ita quod ipsi transmittere deberent pannos, species et alia mercimonia predicto Johanni in Angliam, et dictus Johannes habere debeat quartam partem dampni et lucri de bonis et mercimoniis per predictum Johannem predictis Jacobo et Nicholao transmissis et venditis in Flandria; et predicti Jacobus et Nicholaus quartam partem lucri et dampni de omnibus bonis et mercimoniis per predictos Jacobum et Nicholaum transmissis in Angliam; et hoc per quoddam scriptum inter ipsos confectum de societate eorum supradicta, quod sigillatum fuit sigillis predictorum Jacobi et Nicholai; quod quidem scriptum ostensum fuit et traditum predicto Jacobo inspiciendum. Et predictus Jacobus recognovit illud scriptum et sigillum suum illi scripto appensum. Et dicit predictus Johannes de Redemere quod in nullo tenetur predicto Jacobo, quia dicit quod predictus Jacobus inplacitavit ipsum in comitatu Lincolnesire per breve domini Henrici regis, filii regis Johannis, tempore quo Jacobus de Paunton' fuit vicecomes Lincolnesire,² de debito quod ipse nunc exigit et, pendente placito in comitatu predicto, mediantibus amicis suis, predictus Jacobus le Roy, pro se et predicto Nicholao Buk' socio suo

¹ Three of these names are interlineated.

² James de Paunton was sheriff of Lincolnshire in 1267. See P.R.O., *Lists and Indexes*, no. IX, p. 78.

matter in the premises may best be known and inquired. In witness whereof, etc.

And the aforesaid William at that day, namely the Monday next after the Feast of S. Peter at Chains, associated with himself John of Reigate and Stephen of London, James de Ponte, mayor of Lincoln, and Osbert son of Giles and Richard of Arras, citizens and merchants of Lincoln, before whom the parties aforesaid came. And John Bek sent the record of the plea aforesaid, which reads thus :

James le Roy of Dixmude appeared against John de Redmere of Appelby and says that a certain contract of partnership was made between them, namely, so that the aforesaid James should transmit to the said John cloths, spices and other wares from Flanders into England at a fourth part of the gain and loss thence forthcoming, and the said John should transmit to the aforesaid James wools and other wares from England into Flanders at a fourth part of the gain and loss thence forthcoming. And by reason of this contract the said James transmitted to the said John cloths, spices and other wares which, together with the fourth part of the gain thence forthcoming, he estimates at five hundred pounds sterling which the said John unjustly detains from the same James, to the loss of James himself, 100 pounds as he says ; and thereof he brings his suit, etc.

And the aforesaid John, present, defends, etc., and says that once on a time he had a partnership with the aforesaid James and Nicholas Buk', burgesses of Dixmude ; so that they should transmit cloths, spices, and other wares to the aforesaid John in England, and the said John was to have the fourth part of the loss and gain from the goods and wares transmitted and sold in Flanders by the aforesaid John to the aforesaid James and Nicholas ; and the aforesaid James and Nicholas [were to have] the fourth part of gain and loss from all goods and wares transmitted to England by the aforesaid James and Nicholas ; and this according to a certain writing, executed between themselves, of their partnership above said, which was sealed with the seals of the aforesaid James and Nicholas ; which writing indeed was exhibited and passed to the aforesaid James for inspection. And the aforesaid James recognised that writing and his seal appended to that writing. And the aforesaid John de Redmere says that he is in no way bound to the aforesaid James, for he says that the aforesaid James did implead him in the county court of Lincolnshire by the writ of the lord King Henry, son of King John, at the time when James de Paunton' was sheriff of Lincolnshire, for the debt which he now exacts, and while the aforesaid plea was pending in the county court aforesaid, by mediation of his friends, the aforesaid James le Roy for himself

et pro omnibus sociis suis, omnes querelas, controversias, demandas et omnia debita ac omnes contractus ante societatem et postea inter eos facta relaxavit penitus et quietum clamavit; ita quod nec predicti Jacobus et Nicholaus nec heredes sui nec aliquis ex parte ipsorum nec sociorum suorum predictorum racione alicujus contractus, ante societatem vel post facti inter eos,¹ de predicto Johanne vel heredibus suis aliquid vendicare vel exigere poterunt inperpetuum. Et de hoc ostendit quoddam scriptum sigillatum sigillis predicti Jacobi le Roy et Egidii nepotis sui, ut dicit. Quod quidem scriptum ostensum fuit et traditum predictis Jacobo le Roy et Egidio Pille nepoti suo inspiciendum.

Et predicti Jacobus le Roy et Egidius predictum scriptum et sigilla predicta cum deliberacione inspicientes et super eisdem consulentes dicunt sigilla predicto scripto apposita sua non esse, nec illud scriptum fecisse, etc. Et predictus Johannes de Redmere dicit quod predicta sigilla sunt predictorum Jacobi et Egidii, et petit hoc verificari per collacionem sigillorum istius ultimi scripti et alterius scripti de societate eorum, quod predictus Jacobus recognovit verum esse, et sigillum suum dicto scripto apposuisse, etc. Et facta collacione predictorum sigillorum per magistrum Rogerum de Seyton', Willelmum de Norburgo, Radulfum de Hengham, Johannem de Loftot et alios justiciarios juratos de consilio domini Regis, sigillis diligenter inspectis et examinatis, ipsis eciam videntibus quod sigilla in omnibus concordant,² consideratum est quod predictus Johannes de demanda quam dictus Jacobus versus eum facit penitus sit quietus. Et dictus Jacobus quia sigillum suum contradixit vadat ad prisonam et redimatur ad voluntatem domini Regis. Et quia predictus Jacobus pauper est, Johannes Bek' per preceptum domini Regis relaxat eidem Jacobo prisonam et redempcionem, etc.³

Et predictus Jacobus, quesitus super quo vel quibus articulis petit quod predictum recordum examinetur, dicit quod super quodam scripto de remissione et quietia clamancia quod ipse et Egidius Pille nepos ejus fecisse debuerant predicto Johanni de Redmere, per quod scriptum predictus Johannes ei precludebat viam accionem habendi ad petendum debitum suum. Dicit enim quod cum in eodem scripto testes essent nominati per quos una cum aliis juratoribus posset fieri verificacio utrum ipsi Jacobus et Egidius fecissent predictum scriptum vel non, modo quo continetur in illo scripto, processum fuit ad collacionem sigillorum contra legem mercatoriam. Et petit quod per testes nominatos in scripto illo et per totam villatam Lincolnie, ubi predictum scriptum fieri debuit, inquiratur quomodo scriptum illud

¹ There is an erasure after 'inter eos.'

² Coram Rege 80, m. 3, ends here.

³ Bek's record ends here and the question of error is investigated.

and the aforesaid Nicholas Buk' his partner and for all his associates released and utterly quitclaimed all debts and all contracts made between them before their partnership and after ; so that neither the aforesaid James and Nicholas, nor their heirs, nor anyone on behalf of themselves or of their associates aforesaid by reason of any contract made between them before their partnership or after will evermore be able to claim or to exact anything from the aforesaid John or his heirs. And for this he exhibits a certain writing sealed with the seals of James le Roy and Giles his nephew, as he says. Which writing indeed was exhibited and passed to the aforesaid James le Roy and to Giles Pille his nephew, for their inspection.

And the aforesaid James le Roy and Giles inspecting the aforesaid writing and the seals aforesaid with deliberation and consulting upon the same say that the seals appended to the aforesaid writing are not theirs, nor did they make that writing. And the aforesaid John de Redmere says that the aforesaid seals are the seals of the aforesaid James and Giles, and asks that this may be averred by collation of the seals of that last writing and of the other writing of their partnership which the aforesaid James recognised to be true, and had affixed his seal to the said writing, etc. And a collation of the aforesaid seals having been made by Master Roger of Seaton, William of Norbury, Ralph of Hengham, John de Lovetot and the other justices sworn of the council of the lord King, the seals being diligently inspected and examined ; they indeed seeing that the seals agreed in all respects ; it was awarded that the aforesaid John be wholly quit of the demand which the said James makes against him. And the said James, because he contradicted himself respecting his seal, must go to prison and be redeemed at the King's will. And because the aforesaid James is poor, John Bek' by the precept of the lord King remits to the aforesaid James the prison and redemption, etc.

And the aforesaid James, asked on which one or more articles he seeks that the aforesaid record should be examined, says that [it is] upon a certain writing of release and quitclaim which he and Giles Pille his nephew were supposed to have made to the aforesaid John de Redmere, by which writing the aforesaid John barred the way for him to have his action for seeking his debt. For, he says, that when in the same writing witnesses were named, by whom, together with the other jurors, it might be verified whether or not James and Giles themselves had made the aforesaid writing to the effect which is contained in that writing, the proceedings continued with the collation of seals contrary to the law merchant. And he demands that it may be inquired through the witnesses named in that writing and through the whole villate of Lincoln, where the aforesaid writing purports to have been made,

factum fuit et cui commissum fuit in custodia. Dicit enim quod revera aliquo tempore habebatur contencio inter ipsos Jacobum, Egidium et predictum Johannem apud Lincolniam coram Jacobo de Paunton', vicecomite ejusdem comitatus, de predicto debito, ita quod tunc concordati fuerunt tali forma, quod predictus Johannes daret ei ducentas marcas pro remissione et quietam clamancia de debito predicto, ita quod tunc confectum fuit scriptum illud et traditum in custodia Willelmo de Holgate tunc majori civitatis Lincolnie custodiendum quousque predictae ducente marce persolverentur. Et dicit quod de debito illo solvit predictus Johannes quaterviginti marcas tantummodo in vita predicti Willelmi, et post mortem ipsius Willelmi predictus Johannes per falsitatem et maliciam pervenit ad predictum scriptum absque plus pacando de predicto debito ducentarum marcarum.

Et predicti Jacobus de Ponte, major Lincolnie, et Osbertus filius Egidii, et alii mercatores civitatis Lincolnie quesiti utrum sit lex mercatoria quod aliquis possit probare sigillum alicujus scripti per collacionem sigilli ¹ alteri scripto appositi, precise dicunt quod non, cum diversis modis possit pervenire ad sigillum alicujus optinendum, scilicet aut per amissionem sigilli, aut per vim et ablacionem factam, aut per furtivam advencionem de nocte. Et ideo dictum est predicto Johanni quod ostendat predictum scriptum et in veritate dicat qualiter pervenit ad illud. Et super hoc venit quidam Robertus le Venur, unus executorum predicti Willelmi de Holgate, et dicit quod Johannes Bek' mandavit ei, ex parte domini Regis per quendam Johannem de Jarnemue,² quod ipse liberaret ei scriptum illud ad quoddam tempus quod tenuit placita sua apud Lincolniam, et ipse tunc liberavit eis scriptum illud sub tali forma, quod ipsi conservarent ipsum indempnem versus predictos mercatores et omnes alios.

Postea reddidit predictus Johannes predictum scriptum et concordati sunt per licenciam. Et Johannes dat quadraginta solidos pro licencia concordandi. . . .³ * * * *

Postea in quindena Sancti Martini apud Cycestriam misit predictus Nicholaus de Rye, nuper vicecomes Lincoln' cognitionem et [inventionem⁴] plegiorum coram se factam que testatur quod idem

¹ 'sigilli' is interlineated.

² Sic. For his connexion with the case of the Flemish merchants see Calendar of Patent Rolls, 1272-81, pp. 89, 95, etc.

³ Here we reach a critical period in the conduct of this case, the possible importance of which has been suggested in the Introduction (pp. xxxii-xxxiv). At this point the record as entered in Roll 80 for the information of the King and Council at Acton Burnel comes to an end, and though the record is further duplicated in Roll 79, m. 12-12d, and the Assize Roll 30-30d, the last phase of the case appears only in Roll 79, m. 12d, as a sequel to the agreement between the parties ('Et est concordia talis').

⁴ On erasure. Note the confirmation of this paragraph on page 26, par. 2.

how that writing was made, and to whose custody it was committed. For he says that verily once upon a time a dispute took place between themselves, James, Giles and the aforesaid John at Lincoln, before James de Paunton', sheriff of the same county, respecting the aforesaid debt, with the result that they then made an agreement in the following terms: that the aforesaid John should give him two hundred marcs for the release and quitclaim of the debt aforesaid, with the result that this writing was then executed and placed in the custody of William of Holgate then mayor of the city of Lincoln to be kept until the aforesaid two hundred marcs should be paid off. And he says that of that debt the aforesaid John paid eighty marcs only in the lifetime of the aforesaid William and after the death of William himself the aforesaid John by falsity and malice got at the aforesaid writing without paying more in respect of the aforesaid debt of two hundred marcs.

And the aforesaid James de Ponte, mayor of Lincoln, and Osbert son of Giles, and the other merchants of the city of Lincoln, asked whether it was the law merchant that anyone might prove the seal of a certain writing by collation of the seal affixed to another writing, say precise that it was not, since in divers ways it was possible to contrive to obtain another person's seal, namely, either by loss of the seal, or by means of forcible abstraction, or by stealthy access in the night. And therefore the aforesaid John was told to exhibit the aforesaid writing and to say verily how he got at it. And hereupon comes a certain Robert the Huntsman, one of the executors of the aforesaid William of Holgate, and says that John Bek commanded him, from the lord King, by a certain John of Yarmouth that he should deliver that writing to him, at a certain date when he held his pleas at Lincoln: and he himself then delivered to him that writing in the form following; that they should hold him harmless against the aforesaid merchants and all others.

Afterwards the aforesaid John gave back the aforesaid writing and they made agreement by license and John gives forty shillings for license to agree.¹

Afterwards in the Quindisme of S. Martin at Chichester the aforesaid Nicholas of Rye, late sheriff of Lincolnshire, sent the recognition and [invention] of the pledges, made before him, which witnesses that

¹ See note 3 opposite.

Johannes de Redmere in pleno comitatu apud Lincolniam, die Lune proxima post festum Assumpcionis Beate Marie anno regni Regis nunc sexto invenit Radulphum Paynel [*and five others*] plegios suos de predicto debito predicto mercatori reddendo, quorum unusquisque principalem se et heredem suum ¹ constituit debitorem et insolidum terminis suprascriptis.

Et ad eundem diem venit predictus mercator et questus fuit quod non recepit de predicto debito nisi tantum quinquaginta marcas. Et ideo preceptum [est] vicecomiti, sicut pluries preceptum erat, quod de terris et catallis que fuerunt in manu predicti Johannis ad festum Sancti Petri ad Vincula, anno regni Regis nunc sexto, ad quorumcumque manus devenerint, et similiter de terris et catallis predictorum plegiorum, si catalla sua non sufficiant, ² fieri et levare faciat . c . marcas, et eas habeat apud Schyreburnam in comitatu Dorsete a die Sancti Hillarii in xv. dies ad reddendum mercatori predicto de terminis Pasche et Sancti Michaelis proximo preteritis, de quibus n[ichi]l redditum fuit.

(m. 30d.)

Pōstea ad diem illum, scilicet in crastino Purificacionis Beate Marie, ³ venit predictus mercator per attornatum suum apud Schirborne in comitatu Dorsete et optulit se iiij^{to} die pro denariis suis habendis. Et vicecomes n[ichi]l inde fecit: immo mandavit quod predictus Johannes non habet bona vel catalla de quibus predicti denarii fieri possunt. Ideo mandatum est predicto vicecomiti, sicut prius, quod de terris et catallis ipsius Johannis in balliva sua, que nunc habet vel que fuerunt in manu sua ad festum Beati Petri ad Vincula anno regni Regis nunc sexto, ad quorumcumque manus devenerint, si terre et catalla sua ad hoc sufficiant, fieri faciat predictas centum marcas, et illas habeat apud Lincolniam ⁴ in crastino Medie Quadragesime in anno regni Regis octavo, in Guihalla ejusdam civitatis, coram Willelmo de Norburgo, justiciario assignato, ⁵ Jacobo de Ponte, tunc majore, et Ricardo de Araz, civibus Lincolnie, sibi alias ⁶ associatis ad predictum placitum audiendum, seu ⁷ ad reddendum predicto Jacobo le Rey mercatori de Dikemue de debito cc. marcarum quod idem Johannes, coram predicto Willelmo de Norburgo justiciario assignato et Johanne de Reygate et aliis sibi associatis apud Lincolniam, cognovit se debere predicto Jacobo, et unde ei reddidisse debuit quinquaginta marcas ad

¹ 'et heredem suum' interlined in MS.

² 'si catalla . . . sufficiant' interlined in MS.

³ This date is written on an erasure in the roll; and 'Schirborne . . . Dorsete' an interlineation.

⁴ 'Lincoln' in margin.

⁶ Interlined.

⁵ 'justiciario assignato' interlined.

⁷ 'ad . . . audiendum, seu' interlined.

the same John de Redmere in the full county court at Lincoln, on Monday next after the Feast of the Assumption of the Blessed Mary in the sixth year of the reign of the now King found Ralph Paynel [*and five others*] as his pledges for rendering the aforesaid debt to the aforesaid merchant; every one of whom made himself and his heir the principal debtor jointly at the terms above written.

And at the same day came the aforesaid merchant and complained that he has received of the aforesaid debt but fifty marcs only; and therefore the sheriff is ordered, as many times he had been ordered, that of the lands and chattels which were in the hand of the aforesaid John at the Feast of S. Peter at Chains in the sixth year of the reign of the now King into whosoever's hands they may have come, and likewise of the lands and chattels of the aforesaid pledges, if their chattels do not suffice, he shall cause to be made up and raised 100 marcs and shall have them at Sherborne in the county of Dorset in 15 days of S. Hilary to make payment to the aforesaid merchant in respect of the terms of Easter and S. Michael last past, for which nothing has been rendered.

Afterwards at that day, namely on the morrow of the Purification of the Blessed Mary, came the aforesaid merchant by his attorney at Sherborne in the county of Dorset and appeared on the 4th day to have his money. And the sheriff did nothing therein; nay, he returned that the aforesaid John has not goods nor chattels from which the aforesaid money can be made up. Therefore the aforesaid sheriff is commanded, as before, that of the lands and chattels of John himself in his bailiwick, which he now has or which were in his hands at the Feast of the Blessed Peter at Chains in the sixth year of the now King into whosoever's hands they may have come, if his lands and chattels do suffice for this, he shall cause the aforesaid hundred marcs to be made up and shall have them at Lincoln on the morrow of Mid Lent in the eighth year of the now King, in the guildhall of the same city, before William of Norbury, the justice appointed, James de Ponte, then mayor, and Richard of Arras, citizens of Lincoln, associated with him elsewhere to hear the aforesaid plea or to render unto the aforesaid James le Roy, merchant of Dixmude, in respect of the debt of 200 marcs which the same John, before the aforesaid William of Norbury, the justice appointed, and John of Reigate and others associated with them at Lincoln, acknowledged that he owed to the aforesaid James, and whereof he ought to have rendered unto him

Pascham anno regni Regis nunc septimo, et quinquaginta marcas ad festum Sancti Michaelis proximo sequens.¹ Et nichil ei reddidit, ut dicit. Et si terre et catalla sua ad hoc non sufficiant, tunc de terris et catallis Radulphi Paynel [*and five others as above*] plegiorum ejusdem Johannis in balliva sua fieri faciat predictas centum marcas; et illas habeat coram predictis Willelmo et Ricardo predictis die et loco ad reddendum predicto Jacobo in forma predicta. Et unde predicti plegii in pleno comitatu Linc[olnesire] per preceptum predicti Willelmi de Norburgo, justiciario assignato, coram Nicholao de Rye tunc vicecomite, cognoverunt se esse plegii predicti Johannis² de predicto debito ducentarum marcarum. Et quod nisi predictus Johannes vel heredes sui redderent predictos denarios ad terminos predictos, quod ipsi et heredes eorum redderent predicto mercatori denarios predictos ad terminos predictos. Et sciat vicecomes quod propter defectum suum ad nunc amerciatur ad xxl.; et gravius amerciabitur nisi hoc mandatum plenius exequatur.

³ Postea mandavit dominus Rex breve suum in hec verba: Edwardus, etc., dilecto et fideli suo Willelmo de Norburgo salutem. Quia super recordo et processu loquele que fuit coram dilecto et fideli nostro Johanne Bek' et sociis suis Justiciariis nostris ad placita de catallis et debitis mercatorum Flandrensium auditura et terminanda assignatis per breve nostrum, inter Jacobum le Ray de Dykemuth' et Johannem de Redemare, et quam loquelam coram vobis atterminari mandavimus examinandum et terminandum secundum legem mercatoriam, quibusdam certis de causis volumus certiorari, vobis mandamus quod tam recordum coram vobis quam recordum coram prefatis Johanne et sociis suis inde habitum et per ipsos coram vobis missum, cum brevi originali et omnibus aliis adminiculis querelam illam tangentibus, sub sigillis vestris distincte et aperte nobis sine dilacione mittatis, et hoc breve. Teste me ipso, apud Westmonasterium, xxiiij die Maii, anno regni nostro octavo. Et mittitur domino Regi recordum una cum brevibus secundum mandatum suum.

⁴ Postea mandavit Dominus Rex breve suum in hec verba: Edwardus Dei gratia rex Anglie, etc., dilecto et fideli suo Willelmo de Norburgo salutem. Quia testificatum est coram nobis per dilectum et fidelem nostrum Radulphum de Hengham quod nichil coram nobis inchoatum est in processu loquele que fuit coram vobis per breve nostrum inter Jacobum le Rey de Dikemue et Johannem de Redmere de quadam

¹ Several sentences in this paragraph have been written on an erasure in the roll.

² 'predicti Johannis' interlined.

³ An addition in another hand.

A still later entry, apparently.

fifty marcs at Easter, in the seventh year of the now king, and fifty marcs at the Feast of S. Michael next following. And he rendered nothing to him [James] as he says. And if his lands and chattels be not sufficient for this, then he should cause the aforesaid hundred marcs to be made up from the lands and chattels of Ralph Paynel [*etc.*] pledges of the same John in his bailiwick, and have them before the aforesaid William and Richard, on the aforesaid day and place to be rendered unto the aforesaid James in form aforesaid. And whereupon the aforesaid pledges in the full county court of Lincolnshire, by precept of the aforesaid William of Norbury, the justice appointed, before Nicholas of Rye, then sheriff, acknowledged themselves to be the pledges of the aforesaid John in respect of the aforesaid debt of two hundred marcs. And that unless the aforesaid John or his heirs should render the aforesaid moneys at the terms aforesaid that they themselves and their heirs would render to the aforesaid merchant the moneys aforesaid at the terms aforesaid. And let the sheriff know that by reason of his default hitherto he is amerced at 20*l.*, and he will be more heavily amerced unless this mandate is more fully executed.

Afterwards the lord King sent his writ in these words: Edward, etc., to his beloved and trusty William of Norbury, greeting. Because for certain causes we wish to be certified upon the record and process of the plea that was before our beloved and trusty John Bek and his fellows our Justices appointed by our writ for hearing and determining the pleas of chattels and debts of Flemish merchants, between James le Roy of Dixmude and John de Redmere, and which plea, to be attermuned before you, we have commanded to be examined and terminated according to the law merchant, we command you that you do send us as well the record had thereof before you, as the record before the aforesaid John and his fellows, and sent by them before you, with the original writ and all other vouchers touching that plea, under your seals, distinctly and openly without delay. Witness myself at Westminster the 24th day of May in the eighth year of our reign. And the record is sent to the lord King, together with the writs, according to his mandate.

Afterwards the lord King dispatched his writ in these words: Edward, by the grace of God King of England, etc., to his beloved and trusty William of Norbury, greeting. Because it is testified before us by our beloved and trusty Ralph of Hengham that nothing has been begun before us in process of the plea which was before you by our writ between James le Roy of Dixmude and John de Redmere, concerning a certain sum of money which the same James was exacting

summa pecunie quam idem Jacobus a prefato Johanne exigebat, per quod executio iudicii per vos inde redditus debeat retardari vel impediri, vobis mandamus quod scrutatis rotulis vestris de loquela predicta executionem iudicii per vos inde redditus sine dilacione fieri faciatis, nisi alia subsit causa quare executio illa fieri non debeat. Et si sit aliqua talis causa, tunc eam nobis significatis sub sigillo vestro; ut nos predicto Jacobo fieri faciamus quod de jure fuerit faciendum. Teste me ipso, apud Westmonasterium, viij die Julii, anno regni nostri nono.

Et racione mandati istius, preceptum est vicecomiti quod die Lune proxima ante festum Assumpcionis Beate Marie regni Regis Edwardi nono venire faciat tres vel quatuor milites in Guyhalla Lincolnie¹ qui predicto Willelmo possint associari ad predictum placitum audiendum, etc. Et quod habeat ibi predictos cives ei prius associatos, et predictos Jacobum le Rey et Johannem de Redmere, et prenomatos plegios ipsius Johannis² ad audiendum quoddam iudicium³ eis secundum mandatum domini Regis faciendum. Et quod ipse vicecomes, vel ejus sub-vicecomes, tunc sit ibi.

Postea die Lune proxima ante festum Assumpcionis Beate Marie, anno regni Regis Edwardi nono, in ecclesia Sancti Johannis Evangeliste de Wikeford, venit predictus Willelmus de Norburgo justiciarius assignatus, et Johannes de Pothou et Rogerus de Cressi milites; et Jacobus de Ponte, civis et mercator Lincolnie, quos sibi associavit; et Jacobus le Rey de Dikemuth venit et Johannes de Redmere non venit, set Adam de Altaripa, Johannes le Blund de Berghton, et Willelmus de Heynton de Kellesheye, plegii ipsius Johannis de Redmere venerunt et cognoverunt quod tam ipsi quam ceteri plegii prenominati devenerunt plegii ipsius Johannis de Redmere de predicto debito predicto Jacobo le Rey terminis prefatis adquietando. Et predicti plegii plane dicunt quod predictus Johannes de Redmere satis habet in comitatu Lincoln[esire] unde potest reddere predictum debitum. Et ideo pluries preceptum est vicecomiti quod ad testificacionem predictorum plegiorum de terris et catallis ipsius Johannis de Redmere in balliva sua, que nunc habet vel que fuerunt in manu sua ad festum Beati Petri ad Vincula anno regni nostri nunc sexto ad quorumcumque manus devenerunt, si terre et catalla sua ad hoc sufficiant, fieri faciat centum et quinquaginta marcas de terminis Pasche anno regni Regis Edwardi septimo et Sancti Michaelis proximo sequentis et Pasche proximo sequentis et illas habeat apud Lincolniam a die Pasche in

¹ 'in . . . Lincolnie' interlined.

² 'et . . . Johannis' interlined.

³ 'quoddam iudicium' interlined.

from the aforesaid John—whereby execution of the judgment thereof rendered by you would be retarded and impeded, we command you that after scrutinising your rolls relating to the plea aforesaid you shall cause execution of the judgment thereof returned by you to be made without delay unless other cause may exist why that execution ought not to be made. And if there be any such cause, then you are to signify it to us under your seal; that we may cause to be done to the aforesaid James what in justice ought to be done. Witness myself at Westminster, the 8th day of July, in the ninth year of our reign.

And by reason of this mandate the sheriff was ordered to make three or four knights to come in the guildhall of Lincoln who might be associated with the aforesaid William [of Norbury] in hearing the aforesaid plea, etc., and that he is to have there the aforesaid citizens previously associated with him and the aforesaid James le Roy and John de Redmere and the before-named pledges of John himself, to hear a certain judgment, to be made to them according to the command of the lord King. And that the sheriff himself or his under-sheriff be there then.

Afterwards on Monday next before the Assumption of the Blessed Mary in the ninth year of the reign of King Edward, in the church of S. John the Evangelist of Wickford, came the aforesaid William of Norbury, the justice appointed, and John de Pothou and Roger of Cressy, knights, and James de Ponte citizen and merchant of Lincoln, whom he associated with himself; and James le Roy of Dixmude came and John de Redmere came not, but Adam de Altaripa, John le Blund of Barkston, and William of Hainton of Kelsey, the pledges of John de Redmere himself, came and acknowledged that as well themselves as the other pledges before-named they became pledges of John de Redmere himself for acquitting the aforesaid debt to the aforesaid James le Roy at the terms aforesaid. And the aforesaid pledges say plainly that the aforesaid John de Redmere has enough in the county of Lincolnshire from which he is able to pay the aforesaid debt. And therefore precept is repeated to the sheriff that by the testimony of the aforesaid pledges as to the lands and chattels of him John de Redmere in his bailiwick, which he now has or which were in his hand at the feast of the Blessed Peter at Chains in the sixth year of our reign, to whose hands soever they have come, if the lands and chattels suffice for this, he is to cause to be made up one hundred and fifty marcs, for the terms of Easter in the seventh year of King Edward and de S. Michael next following, and of Easter next following, and shall have them at Lincoln in 15 days of Easter Day in the tenth year of the reign

xv. dies anno regni Regis nunc decimo, in Guyhalla ejusdem civitatis, coram predicto Willelmo de Norburgo, ad reddendum prefato mercatori de debito predicto. Et unde per vicecomitem ¹ pluries mandatum est quod predictus Johannes nichil habet in balliva sua de quo predictum debitum levare potest; et per plegios ejusdem testificatum est quod habet ad sufficienciam in balliva sua ² unde predictum debitum fieri et levare possit. Preceptum est etiam vicecomiti quod si quidem defuerit de predicto debito levando de terris et catallis predicti Johannis, tunc id de terris et catallis predictorum plegiorum et heredum suorum fieri et levare faciat, et illud habeat coram predicto Willelmo ad predictum terminum ad reddendum prefato mercatori; eo quod plegii predicti devenerunt plegii ipsius Johannis et cognoverunt et concesserunt pro se et heredibus eorum quod si predictus Johannes deficeret predicto mercatori de debito predicto ad predictos terminos, ipsi satisfacerent eidem de predicto debito ad terminos predictos. Ita quod prefatum debitum ad prefatum terminum pro defectu vicecomitis non remaneat insolutum.³

(m. 1.) ⁴ PLACITA CORAM DOMINO REGE APUD SALOPESBIRIAM IN OCTAVIS SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI, FILII REGIS HENRICI, UNDECIMO. (1283.)

⁵ **Adhuc de Recordo Jacobi le Rey.**

(m. 12.) Et Johannes dat xls. pro licencia concordandi; et est concordia talis; quod predictus Jacobus remisit pro se et sociis suis omnem actionem quam habuit petendi debitum predictum pro ducentis marcis argenti, de quibus predictus Johannes reddet prefato Jacobo vel heredibus vel assignatis suis viginti et quinque marcas apud Lincolniam ad Nativitatem Beate Marie, anno regni Regis Edwardi sexto; et viginti quinque marcas ad festum Sancti Michaelis proximo sequens; [et] quinquaginta marcas ad Pascha proximo sequens; et quinquaginta marcas ad festum Sancti Michaelis proximo sequens; et quinquaginta marcas ad Pascha proximo sequens. Et nisi fecerit concedit quod vicecomes fieri faciat de terris et catallis suis et heredum suorum.

¹ 'per te' written over.

² Sic.

³ The story of the proceedings in the King's Court on appeal is told in the Coram Rege Roll 79, which is partly duplicated in Roll 80, also recording pleas heard at Acton Burnel. For the proceedings that follow see p. 21, l. 30.

⁴ Coram Rege Roll 79, m. 12-12d.

⁵ This heading appears on m. 12d only.

of the now King, in the Guildhall of the same city, before the aforesaid William of Norbury, to render to the aforesaid merchant in respect of the debt aforesaid. And whereupon by the sheriff it is many times reported that the aforesaid John has nothing in his bailiwick from which the aforesaid debt can be levied; and by the pledges of the same [John] it is testified that he has a sufficiency in his bailiwick whence the aforesaid debt may be made up and levied. The sheriff is also ordered that if there should be any default in respect of levying from the lands and chattels of the aforesaid John, then he shall cause it to be made up and levied from the lands and chattels of the aforesaid pledges and their heirs, and he is to have that before the aforesaid William at the aforesaid term to render unto the aforesaid merchant, for that the aforesaid pledges became the pledges of John himself and have acknowledged and granted for themselves and their heirs that if the aforesaid John should be in default to the aforesaid merchant in respect of the debt aforesaid at the aforesaid terms, they themselves would satisfy the same [merchant] in respect of the aforesaid debt at the terms aforesaid. So that the aforesaid debt may not remain unpaid at the aforesaid term by reason of the sheriff's default.

PLEAS BEFORE THE LORD KING AT SHREWSBURY IN THE OCTAVES
OF S. MICHAEL, IN THE ELEVENTH YEAR OF THE REIGN OF
KING EDWARD, SON OF KING HENRY. (1283.)

Yet of the Record of James le Roy.

And John [de Redmere] gives 40s. for license to agree: and the agreement runs thus. That the aforesaid James has remitted for himself and his associates all action that he had of seeking his debt aforesaid for two hundred marcs of silver; in respect of which the aforesaid John shall render unto the aforesaid James, or unto his heirs or assigns, twenty-five marcs at Lincoln at the Nativity of the Blessed Mary in the sixth year of the reign of King Edward, and twenty-five marcs at the feast of S. Michael next following; fifty marcs at Easter next following, fifty marcs at the feast of S. Michael next following, and fifty marcs at Easter next following. And unless he did this, he granted that the sheriff should cause it to be done from the lands and chattels of himself and his heirs. The aforesaid John also

Cognovit etiam et concessit predictus Johannes, pro se et heredibus suis, quod ad quemcumque terminum contingat ipsos deficere in solucione porcionis predicti debiti, quod quicquid ad alios terminos precedentes solverint pro nichilo teneatur quousque persolucio predicti debiti plenarie perficiatur. Concessit etiam quod in pleno comitatu Lincoln', die Lune proxima post Assumpcionem Beate Marie, inveniet sex bonos plegios, quorum quilibet obligabit se et heredes suos insolidum ad solucionem debiti predicti terminis prenominationis et se obligabit et heredes suos in forma obligacionis predictae.

¹ Et injunctum est vicecomiti Lincoln[esire] quod certificet Willelmum de Northburgo de nominibus predictorum plegiorum in adventu suo post festum Sancti Michaelis. Ad quem diem vicecomes nichil inde fecit eo quod amicus ² erat. Ideo sicut prius preceptum est vicecomiti quod certificet predictum Willelmum de nominibus predictorum plegiorum apud Cycestriam, in Octabis Sancti Martini.

Postea mandavit Dominus Rex quod mitteretur ei recordum et processus loquere istius ; et ei mittitur. Quod quidem recordum residet ligula de termino Sancti Michaelis anno regni Regis nunc decimo, incipiente undecimo.

(m. 12d.)

Postea ³ preceptum fuit vicecomiti quod de terris et catallis Johannis de Redmere in balliva sua fieri faceret centum et quinquaginta marcas et illas haberet hic ad hunc diem ad reddendum Jacobo le Rey de Dykemutha, quas idem Johannes in curia Regis coram dilectis et fidelibus suis Johanne de Reygate et Willelmo de Norburgo, Justiciario Regis apud Lincolniam, cognovit se debere eidem Jacobo, et unde ei reddidisse debuit ad Pascha, anno regni Regis nunc septimo, quinquaginta marcas ; et ad Pascha proximo sequens quinquaginta marcas ; et ad Pascha proximo sequens quinquaginta marcas, et nondum ei reddidit, ut dicit.

Et super hoc venit predictus Johannes de Rydmere coram dilectis et fidelibus Regis Radulpho de Hengham et Nicholao de Stapelton', et invenit Domino Regi sufficientem manucaptionem, scilicet Jacobum de Byrun et Willelmum de Staunton' de comitatu Lincoln' veniendi hic ad hunc diem ad satisfaciendum ⁴ predicto Jacobo de predictis denariis et ad ostendendam acquietanciam de solucione predicta. Qui modo venit, et requisitus qualem acquietanciam habet de solucione illa, qui profert duo scripta, primo ei facta per predictum Jacobum, de quinquaginta marcis solutis eidem Jacobo.

¹ Later entry in another hand.

² The Assize Roll (1238) reads ' amotus ' for ' amicus.' Nicholas of Rye seems, in fact, to have been no longer sheriff though still concerned with this case.

³ This is an entry in another hand.

⁴ ' satisfaciendum ' is written over ' respondendum ' struck through.

acknowledged and granted, for himself and his heirs, that at whatsoever term they should happen to make default in payment of a portion of the aforesaid debt, that whatever they may have paid at the other terms preceding is to be held for naught until the discharge of the aforesaid debt be fully accomplished. He granted also that in the full county court of Lincolnshire on Monday next after the Assumption of the Blessed Mary, he shall find six good pledges, of whom each one shall bind himself and his heirs for the payment of the debt aforesaid at the terms before-named and shall bind himself and his heirs [jointly] in the form of the obligation aforesaid.

And the sheriff of Lincolnshire is enjoined that he do certify William of Norbury of the names of the aforesaid pledges at his coming after the Feast of Saint Michael. At which day the sheriff did nothing because he was a friend. Therefore the sheriff is enjoined, as before, that he do certify the aforesaid William of the names of the aforesaid pledges at Chichester in the Octaves of S. Martin.

Afterwards the lord King commanded that the record and process of that plea should be sent to him, and it is sent to him. Which record indeed lies in the file of the term of S. Michael in the tenth year of the reign of the now King, and beginning of the eleventh.

Afterwards the sheriff was enjoined that of the lands and chattels of John de Redmere in his bailiwick he should cause to be made up one hundred and fifty marcs and should have them here at this day to render unto James le Roy of Dixmude; which the same John in the court of the King, before his beloved and trusty John of Reigate and William of Norbury the King's justice at Lincoln, acknowledged that he owed to the same James, and whereof he ought to have rendered to him at Easter of the seventh year of the now King fifty marcs, and at Easter next following fifty marcs, and at Easter next following fifty marcs, and has not rendered unto him, as he says.

And hereupon came the aforesaid John de Redmere before the King's beloved and trusty Ralph of Hengham and Nicholas of Stapelton, and found the lord King sufficient surety, namely James de Byrun and William de Staunton of the county of Lincolnshire, for coming here at this day to satisfy the aforesaid James in respect of the aforesaid moneys and to show an acquittance of the payment aforesaid. Who now comes; and being asked what acquittance he has of that payment, he produces two writings, at first made to him by the aforesaid James, of fifty marcs paid to the same James. Afterwards he produces a

Postea profert quoddam scriptum cujusdam ordinacionis sub sigillo predicti Jacobi per quam ordinacionem predicto Jacobo concessit ipsum Johannem pacare pro ipso et teneri cuidam Katherine quondam uxori Nicholai Buk de Dykemuth in quadraginta libris, et petiit quod predicti denarii ei allocentur, etc.

Et Jacobus venit et bene concedit quod predictus Johannes pacavit ei, post recognicionem predictam coram predicto Willelmo de Norburgo factam, predictas quinquaginta marcas, prout continetur in scriptis illis. Et eciam quod ordinatum fuit, per voluntatem suam, quod predictus Johannes pacaret predictae Katherine pro ipso Jacobo predictas sexaginta marcas,¹ et libenter ei allocabit predictas centum et decem marcas; set petit quod predictus Johannes satisfaciat ei de residuo predictorum denariorum, videlicet de sexaginta libris que ei a retro sunt, etc. Et Johannes dicit quod ante recognicionem predictam pacavit predicto Jacobo quater viginti marcas,² et petit quod denarii illi ei allocentur. Et requisitus si aliam habeat acquietanciam de solucione predictorum denariorum, qui dicit quod non, nisi hoc quod solvit ante recognicionem predictam predictas quater viginti marcas. Et ideo consideratum est quod predictus Johannes satisfaciat predicto Jacobo de predictis sexaginta libris. Et Jacobus habeat breve Domini Regis ad levandum de terris et catallis predicti Johannis. Et similiter predictorum Jacobi Byrun et Wilelmi de Staunton', manucaptorum predicti Johannis, predictas sexaginta libras, etc. Et Johannes petit quod Jacobus le Rey reddat eidem Johanni scripta sua per que obligatus fuit eidem Egidio Pille, nepoti predicti Jacobi, et eciam eidem Jacobo et sociis suis, de ducentis marcis, antequam predictus Jacobus habeat breve suum; quia non est jus, ut videtur ei, quod ipse solveret quatuor centum marcas pro ducentis.

Postea, die Sancti Martini in xv. dies, anno regni Regis nunc duodecimo, venit predictus Johannes de Redmere et optulit coram Justiciariis locum Domini Regis tenentibus predictas sexaginta libras, promptas ad pacandum predicto Jacobo; unde quadraginta libre tradite fuerunt Bonruncino mercatori salvo custodiende. Et petiit quod plegii sui pro ipso non distringerentur, ex quo paratus est solvere predictos denarios eidem Jacobo. Et petit quod scriptum predicti Egidii sibi reddatur antequam idem Jacobus habeat predictos denarios.

¹ The equivalent of 40*l*.

² Cf. p. 21, l. 8.

certain writing of a certain assignment under the seal of the said James by which assignment he granted to the aforesaid James that he John would pay for him [James] and be bound to a certain Katherine widow of Nicholas Buk of Dixmude in forty pounds and he asked that the aforesaid moneys be allowed to him, etc.

And James comes and grants well that the aforesaid John has paid him, after the acknowledgment aforesaid made before the aforesaid William of Norbury, the aforesaid fifty marcs, as is contained in those writings. And also that it was ordained, by his own will, that the aforesaid John should pay to the aforesaid Katherine, for James himself, the aforesaid sixty marcs, and freely he will allow to him [John] the aforesaid hundred and ten marcs; but he asks that the aforesaid John do satisfy him of the residue of the aforesaid moneys, namely of sixty pounds which are in arrears to him, etc., and John says that before the recognition aforesaid he paid to the aforesaid James eighty marcs; and he asks that those moneys be allowed to him. And asked if he have any other acquittance for the payment of the aforesaid moneys, he says that he has not; except this, that he paid the aforesaid eighty marcs before the aforesaid acknowledgment. Therefore it is awarded that the aforesaid John do satisfy the aforesaid James in respect of the aforesaid sixty pounds. And James is to have the writ of the lord King for levying from the lands and chattels of the aforesaid John [de Redmere]. And likewise of the aforesaid James Byrun and William de Staunton, sureties of the aforesaid John, the aforesaid sixty pounds, etc. And John asks that James le Roy do render unto the same John his writings whereby he was bound to Giles Pille, nephew of the aforesaid James, and also to the same James and his fellows in two hundred marcs, before the aforesaid James have his writ, because it is not justice (as it seems to him) that he should pay four hundred marcs for two hundred.

Afterwards 15 days from S. Martin's Day, in the twelfth year of the reign of the now King, came the aforesaid John de Redmere and brought before the justices holding the place of the lord King the aforesaid sixty pounds ready to be paid to the aforesaid James, whereof forty pounds were handed to Bonruncin the merchant to be kept safely. And he sought that his pledges should not be distrained for himself, since he is ready to pay the aforesaid moneys to the same James. And he asks that the writing of the aforesaid Giles be returned to him before the same James shall have the aforesaid moneys.

- (m. 4.) **12.** ¹PLACITA DE JURATIS ET ASSISIS APUD ROMESYE IN COMITATU SUHAMTONE IN OCTABIS S. HILLARII CORAM SALOMONE DE ROFF' ET MAGISTRO THOMA DE SUDYNTON' ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI SEXTO. (1278.)

(m. 6d.)
Suhamt'.

Dominus rex mandavit dilectis et fidelibus suis Salomoni de Roffa et magistro Thome de Sudynton' quod cum ex gravi querela Willelmi de Dunstapele civis sui Wyntonie intellexisset quod cum idem Willelmus emisset a Roberto le Bal' de Wyntonia quinquies viginti et tres saccos bone lane mercatorie in quater viginti et sex sarpleriis consutos, videlicet quemlibet saccum quinquaginta et trium saccorum pro octo marcis et quemlibet saccum residuorum quinquaginta saccorum pro sex marcis; de quibus sarpleriis idem Robertus in presencia predicti Willelmi octo sarpleria, quatuor videlicet de majori et quatuor de minori precio, unde idem Willelmus contentus fuerat, fecit aperiri, et residuam lanam in sarpleriis consutam similem lane aperte esse fideliter promisit, dictus Willelmus dictis ipsius Roberti fidem adhibens in hac parte totam lanam predictam, exceptis duobus saccis et dimidio qui in custodia dicti Roberti furabantur, usque S. Audomarum cariavit. Quam cum ibidem aperiri et vendicioni exponi fecit, invenit lanam in sexaginta et octo sarpleriis consutam, de qua inspeccionem non habuit, vilem et inutilem et convencioni sue penitus dissimilem, per quod idem Willelmus, ob defectum predicti Roberti in hac parte in bonis et mercandis suis jacturam centum librarum incurrebat.

Et quia dominus Rex tantam maliciam, si perpetrata fuerit, relinquerenon vlt² inpunitam, assignavit prefatos Salomonem et Thomam ad inquirendum in presencia legalium et discretorum mercatorum et civium Wyntonie, per sacramentum proborum et legalium hominum ejusdem civitatis per quos rei veritas melius sciri poterit in premissis, et ad celeres et competentes emendas secundum legem mercatoriam inde faciendas; propter quod prefati Salomon et magister Thomas mandaverunt vicecomiti Suhamtone quod venire faceret coram eis apud Wyntoniam die Sabbati in festo S. Vincencii anno sexto tot et tales probos et legales homines de civitate predicta per quos rei veritas in premissis melius et plenius sciri poterit et inquire.

Ad quem diem prefati Salomon et Thomas ibidem venerunt. Et

¹ P.R.O., Assize Roll 1240.

² Sic for 'vult'.

12. PLEAS OF JURIES AND ASSIZES AT ROMSEY IN THE COUNTY OF SOUTHAMPTON IN THE OCTAVES OF S. HILARY BEFORE SALOMON OF ROCHESTER AND MASTER THOMAS DE SUTHERINGTON, IN THE SIXTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1278.)

Southamp-
ton. The lord King commanded his beloved and trusty Salomon of Rochester and Master Thomas de Sutherland that whereas from the grave complaint of William of Dunstable, his citizen of Winchester, he had understood that when the same William had bought from Robert le Bal' of Winchester five score and three sacks of good merchantable wool, sewn up in four score and six sarplers,¹ namely, every sack of fifty and three sacks for eight marcs, and every sack of the remaining fifty sacks for six marcs; of which sarplers the same Robert in the presence of the aforesaid William caused eight sarplers to be opened, namely four of the greater and four of the lesser price, whereof the same William had been content, and faithfully promised that the remaining wool sewn up in the sarplers was like the wool opened; the said William attaching faith to the statements of the said Robert herein carried the whole of the wool aforesaid, except two sacks and a half which were stolen in the custody of the said Robert, to S. Omer. And when he caused it to be opened and exposed for sale there, he found the wool sewn up in 68 sarplers, of which he had not made inspection, vile and useless and altogether differing from his agreement; whereby the same William, through the default of the aforesaid Robert herein, incurred a loss in his goods and merchandises of a hundred pounds.

And because the lord King is unwilling to leave such great malice unpunished, if it should have been perpetrated, he has appointed the aforesaid Salomon and Thomas to inquire in the presence of lawful and discreet merchants and citizens of Winchester, by the oath of good and lawful men of the same city through whom the truth of the matter can best be known in the premises, and for swift and competent amends thereof to be made according to the law merchant. On account of which the aforesaid Salomon and Master Thomas commanded the sheriff of Southampton that he should cause to come before them at Winchester in the Feast of S. Vincent in the sixth year so many and such good and lawful men of the city aforesaid as through them the truth of the matter might best and most fully be known and inquired.

At which day the aforesaid Salomon and Thomas came there. And

¹ A sarpler was not properly a measure of capacity, but a container. Here the sarpler seems to be confused with the sack and was ignored by the jury.

Willelmus et Robertus venerunt coram eis. Et Willelmus queritur de predicto Roberto, et dicit quod cum ipse emisset a prefato Roberto quinquies viginti et tres saccos bone lane mercatorie in quater viginti et sex sarpleriis consutos, videlicet quemlibet saccum quinquaginta et trium saccorum pro octo marcis et quemlibet saccum residuorum quinquaginta saccorum pro sex marcis, de quibus sarpleriis idem Robertus in presencia ipsius Willelmi octo sarpleria, quatuor videlicet de majori et quatuor de minori precio, unde ipse contentus fuerat, fecit aperiri; et residuam lanam in sarpleriis consutam similem lane aperte esse fideliter promisit; unde idem Willelmus, dictis ipsius Roberti fidem adhibens, totam lanam predictam, exceptis duobus saccis et dimidio qui in custodia ipsius Roberti furabantur, usque S. Audomarum cariavit; quam cum ibidem aperiri et vendicioni exponi fecisset, invenit lanam in sexaginta et octo sarpleriis consutam, de qua inspeccionem non habuit, vilem et inutilem et convencioni sue penitus dissimilem, propter quod idem Willelmus et homines sui in partibus transmarinis predictis in periculo mortis extiterunt. Et preterea queritur quod cum ipse emisset a predicto Roberto predictos centum et tres saccos lane et illos ei bona fide et secundum consuetudinem mercatorum tradidisset custodiendos donec pro eis misisset, duo sacci et dimidius de precio viginti marcarum per predictum Robertum et familiares suos ei inde subtracti fuerunt. Unde dicit quod deterioratus est et dampnum habet ad valenciam centum librarum, et inde producit sectam.

Et Robertus venit et dicit quod non fuit summonitus neque attachiatus, immo dicit quod modo per vim ductus fuit a domo sua ad veniendum coram prefatis justiciariis ad respondendum prefato Willelmo. Et super hoc dictum est ei quod omnis liber est et esse debet ab omni vi et choaccione¹ in curiam domini Regis veniendi et recedendi pro voluntate sua. Et vicecomes testatur quod sufficienter premunitus fuit, et quod nullus vim aut choaccionem sibi fecit ad veniendum modo coram prefatis justiciariis, scilicet per tres dies ante prefatum diem. Et cives et alii mercatores Wyntonie presentes testantur quod tanta premonicio sufficit ad respondendum mercatori secundum legem mercatoriam. Ideo dictum est prefato Roberto quod respondeat. Et ipse dicit quod non vult respondere set recessit in contemptum curie. Ideo super transgressione predicta capiatur inquisicio.

Juratores dicunt super sacramentum suum quod predictus Robertus le Bal' vendidit predicto Willelmo de Donstapele quinquies viginti et tres saccos lane, videlicet quinquaginta et tres saccos quemlibet saccum pro octo marcis et quemlibet saccum quinquaginta saccorum pro sex

¹ Sic for 'coaccione.'

William and Robert came before them. And William complains of the aforesaid Robert and says that whereas he should have bought from the aforesaid Robert five score and three sacks of good merchantable wool sewn up in eighty-six sacks, namely every sack of fifty-three sacks for eight marcs, and every sack of the remaining fifty sacks for six marcs ; of which sarplers the same Robert in the presence of William himself caused eight sarplers to be opened, namely four of the greater and four of the lesser price, of which he himself had been content, and faithfully promised that the remaining wool sewn up in the sarplers was like the wool opened ; whereupon the same William, attaching faith to the statements of Robert himself, carried the whole wool aforesaid, except two sacks and a half which were stolen in the custody of Robert himself, to S. Omer. And when he had caused it to be opened there and exposed for sale, he found the wool sewn up in sixty-eight sarplers of which he had not made inspection, vile and useless and wholly differing from his agreement ; whereby the same William and his men stood in peril of death in the foreign parts aforesaid. And moreover he complains that whereas he had bought the aforesaid hundred and three sacks of wool from the aforesaid Robert and had in good faith and according to the custom of the country handed them to him to be kept until he had sent for them, two sacks and a half, of the price of twenty marcs, were abstracted thence by the aforesaid Robert and his household. Whereby he says that he is worsted and has loss to the value of a hundred pounds, and thereof he brings suit.

And Robert comes and says that he was not summoned nor attached ; yea, he says that now he was brought from his house by force to come before the aforesaid Justices to answer the aforesaid William. And hereupon it is said to him that every man is free, and ought to be, from all force and coercion in coming to the court of the lord King and in departing thence at his own will. And the sheriff testifies that he was sufficiently warned, and that he used no force or coercion to him in coming now before the aforesaid Justices, namely by three days before the aforesaid day. And the citizens and other merchants of Winchester present testify that such previous notice suffices for answering a merchant according to the law merchant. Therefore it is said to the aforesaid Robert that he must answer. And he says that he will not answer ; but he departed in contempt of the court. Therefore let an inquest be taken upon the aforesaid trespass.

The jurors say upon their oath that the aforesaid Robert le Bal' sold to the aforesaid William of Dunstable five score and three sacks of wool, namely fifty and three sacks, every sack for eight marcs, and

marcis, ita quod idem Robertus in presencia predicti Willelmi aperiri fecit octo saccos videlicet quatuor saccos de majori precio et quatuor de minori, asserens bona fide, secundum legem mercatoriam et consuetudinem mercatorum, esse consimilem et de eadem secta, ob quod idem Willelmus sub dicto et fide predicti Roberti eandem lanam, quam prius non viderat, recepit et ei inde satisfacit. Et postea demisit predictos centum et tres saccos in custodia prefati Roberti, qui eos recepit custodiendos quousque predictus Willelmus pro eis misisset. Et dicunt quod in custodia predicti Roberti et per familiares suos subtractus fuit unus saccus et dimidius precii xijm. Et dicunt quod prefatus Willelmus residuum predictae lane recepit a prefato Roberto sub fidei verbo suo, ut predictum est. Et quando exposuit predictam lanam vendicioni in partibus transmarinis, videlicet apud S. Audomarum, mercatores eandem ementes sub testimonio suo, quia ipsam intellexit esse fidelem ut predictum est, invenerunt eam falsam et inutilem, ob quod idem Willelmus de quolibet sacco quinquaginta et trium saccorum dampnum decem solidorum incurrit exceptis quatuor saccis ejusdem precii. Et de residuo quinquies viginti et trium saccorum, exceptis quatuor saccis de minori precio, habuit dampnum dimidie marce.

Et ideo consideratum est quod predictus Willelmus recuperet predictum precium videlicet ¹ versus predictum Robertum, et similiter dampna sua que taxantur per bonos et legales cives et mercatores ad viginti marcas. Et predictus Robertus capiatur et salvo, etc.

Capiatur.

(m. 59.) **13.** ² PLACITA DE QUERELIS APUD LINCOLNIAM IN OCTABIS S. TRINITATIS ANNO NONO [REGIS EDWARDI]. (1281.)

.

(m. 65.) **Adhuc de querelis et transgressionibus [coram J. de Vallibus].**

Lincoln'. Gilbertus de Cestreton' queritur de Philippo de Staumburn' de hoc quod idem Philippus, simul cum aliis ignotis, die Mercurii proxima ante Mediam Quadragesimam, anno regni regis nunc sexto, venit ad domum ipsius Gilberti in Staunford et quemdam cofrum precii dimidie marce, duos ciphos argenti precii quadraginta solidorum, duas

¹ Blank in MS. Apparently the sum should be 39*l.* 16*s.* 8*d.* It will be noticed that only one and a half sacks were found by the inquest to be missing instead of two and a half sacks as claimed.

² P.R.O., Assize Roll 497.

every sack of fifty sacks for six marcs ; so that the same Robert in the presence of the aforesaid William caused eight sacks to be opened, namely four sacks of the greater price and four of a lower price, asserting in good faith, according to the law merchant and the custom of merchants, that it [the wool] was alike and of the same clip, wherefore the same William on the statement and faith of the aforesaid Robert accepted the rest of the wool, which he had not previously seen, and settled with him for it. And afterwards he deposited the aforesaid hundred and three sacks in the custody of the aforesaid Robert, who received them to be kept until the aforesaid William should have sent for them. And they say that in the custody of the aforesaid Robert and by his household one sack and a half was abstracted, of the value of 12 marcs. And they say that the aforesaid William received the residue of the aforesaid wool from the aforesaid Robert on his faithful promise as is aforesaid, and when he exposed the aforesaid wool for sale in parts beyond sea, namely at S. Omer, the merchants buying the same on his testimony, because he understood that it was true to sample as aforesaid, found it false and useless, whereby the same William on every sack of fifty-three sacks incurs a loss of ten shillings, except on four sacks of the same price. And of the residue of the five score and three sacks, except four sacks of the lower price, he had a loss of half a marc.

And therefore it is awarded that the aforesaid William do recover the aforesaid price namely []¹ against the aforesaid Robert, and likewise his losses which are taxed by good and lawful citizens and merchants at twenty marcs. And let the aforesaid Robert be taken and safely, etc.

13. PLEADINGS ON COMPLAINTS AT LINCOLN IN THE OCTAVES OF THE HOLY TRINITY IN THE NINTH YEAR [OF KING EDWARD].
(1281.)

Yet of the complaints and trespasses [before J. de Vallibus].

Lincoln'.

Gilbert of Chesterton complains of Philip of Stanbourne for this that the said Philip, together with others unknown, on Wednesday next before Mid Lent, in the sixth year of the now King, came to the house of him Gilbert in Stamford and took and carried away a certain coffer, value half a marc ; two silver cups, value forty shillings ; two dozen silver spoons, value thirty shillings ; two mazer cups, value

¹ See note 1 opposite.

duodenas cocleariorum argenti precii triginta solidorum, duos ciphos de mazer' precii viginti solidorum, duos barillos arguille¹ precii viginti marcarum, anulos auri precii sexdecim librarum, et decem libras in denariis computatis cepit et asportavit, ad dampnum ipsius Gilberti quadraginta librarum, et contra pacem domini Regis. Et inde producit sectam, etc.

Idem Gilbertus queritur de eodem Philippo de hoc quod idem Philippus, simul cum aliis ignotis, die S. Gregorii, anno regni regis nunc quinto, venit ad domum ipsius Gilberti in eadem villa et unum pannum de serico precii quadraginta solidorum cepit et asportavit, ad dampnum ipsius Gilberti quadraginta solidorum, et contra pacem, etc. Et inde producit sectam, etc.

Et Philippus venit et defendit vim et injuriam quando, etc. Et dicit quod quidam Elyas Mus, mercator, tempore nundinarum de Staunford, anno sexto,² questus fuit de predicto Gilberto de quodam debito³ in curia comitis Warennie, cujus ballivus tunc temporis⁴ ipse fuit. Et ad querelam ipsius Elye predictus Gilbertus, attachiatus, comparuit in curia; et cum predictus Elyas narrasset versus eum, supervenit quidam Willelmus de Nottingham amicus predicti Gilberti et petiit diem, prece partium, usque in crastinum. Ad quem diem predictus Gilbertus fecit se essoniari versus predictum Elyam, et secundo die et tercio similiter; et postea fecit defaultam in eadem curia; ita quod consideratum fuit in eadem curia, secundum legem mercatoriam, quod predictus Gilbertus distringatur. Et dicit quod ipse, tanquam senescallus curie predictae, misit ad domum predicti Gilberti, subballivos suos, ad distringendum predictum Gilbertum; qui ipsum per quendam cofrum et duos barillos arguille et unum pannum de saye, precii sexdecim denariorum, distrikerunt, et illam districcione[m] usque ad castrum predicti comitis de Staunford duxerunt. Et dicit quod quia predictus Gilbertus non permisit se justiciari, consideratum fuit in predicta curia, secundum legem mercatoriam, quod predicta districcio salvo custodiretur per unum annum et unum diem. Et post annum et diem venit predictus Elyas et optulit se versus prefatum Gilbertum in prefata curia, et petiit iudicium de predicto Gilberto eo quod nullo sensu comparere voluit in prefata curia ad standum recto. Consideratum fuit in prefata curia, prout moris est mercatorum, quod predicta districcio venderetur et liberaretur predicto Elye. Unde dicit quod ipse vendidit predictos duos barillos, per visum et testimonium proborum et legalium hominum, pro sex marcis et predictum pannum pro sexdecim denariis, quam quidem pecuniam

¹ For 'argille.'

³ 'de quodam debito' interlined.

² 'de . . . anno sexto' interlined in MS.

⁴ 'tunc temporis' interlined in MS.

twenty shillings ; two barrels of clay, value twenty marcs ; rings of gold, value sixteen pounds and ten pounds in counted money, to the loss of him forty pounds, and against the peace of the lord King. And thereof he brings suit, etc.

The same Gilbert complains of the same Philip for this, that the same Philip together with others, unknown, on S. Gregory's day, in the fifth year of the now King, came to the house of him Gilbert in the same town and took and carried away one cloth of silk of the value of forty shillings, to the loss of him Gilbert forty shillings, and against the peace, etc. And thereof he brings suit, etc.

And Philip comes and defends force and injury when, etc. And he says that a certain Elyas Mus, merchant in the time of the fair of Stamford, in the sixth year, complained of the aforesaid Gilbert for a certain debt in the court of the Earl of Warenne whose bailiff he [Philip] then was. And at the complaint of him Elyas the aforesaid Gilbert was attached and appeared in court ; and when the aforesaid Elyas had made his count against him, a certain William of Nottingham, a friend of the aforesaid Gilbert came after and asked for a day, at the prayer of the parties, until the morrow. At which day the aforesaid Gilbert caused himself to be essoined against the aforesaid Elyas, and on the second day and on the third likewise ; and afterwards made default in the same court, so that it was awarded in the same court according to the law merchant that the aforesaid Gilbert should be distrained. And he says that he himself as steward of the court aforesaid sent his under-bailiffs to the house of the aforesaid Gilbert to distrain the aforesaid Gilbert ; who distrained him by a certain coffer, and two barrels of clay and one cloth of say, value sixteen pence, and brought that distraint to the aforesaid earl's castle of Stamford.¹ And he says that because the aforesaid Gilbert did not permit himself to be justiced it was awarded in the aforesaid court, according to the law merchant, that the aforesaid distraint should be safely kept during one year and one day. And after the year and day came the aforesaid Elyas and appeared against the aforesaid Gilbert in the aforesaid court, and demanded judgment of the aforesaid Gilbert because by no means would he appear in the aforesaid court. It was awarded in the aforesaid court, as the custom of merchants is, that the aforesaid distraint should be sold and delivered to the aforesaid Elyas. Whereupon, he says that he himself sold the aforesaid two barrels by the view and testimony of good and lawful men for six marcs, and the aforesaid cloth for sixteen pence, which money, indeed, he delivered to the

¹ See Harrod's *Antiquities of Stamford*.

liberavit predicto Elye. Et quoad predictos chiphos¹ et coclearia et alia jocalia, dicit quod nulla talia bona per ipsum asportata fuerunt, nisi fuissent in predicto coffro inclusa; qui quidem coffrus adhuc residet sub serrura qua capta fuit prius,² et sub sigillis duorum legalium hominum in castro predicto. Et dicit quod eo quod predictus Gilbertus se noluit acquietare de misericordia in quam incidit versus predictum Elyam in curia predicta, retinuit ipse predictum coffrum pro misericordia illa, nomine districcionis, etc.

Et Gilbertus venit et petit iudicium de predicto Philippo, desicut ipse advocat predictam districcionem de predicto panno asportato predicto die S. Gregorii anno quinto, quando nulla querela facta fuit versus ipsum per predictum Eliam in prefata curia, eo quod dicit in respondendo quod predictus Elyas questus fuit de ipso anno sexto. Et eciam petit iudicium de hoc, quod dicit quod ipse detinuit predictum coffrum cum aliis bonis pro predicta misericordia in quam incidit, et non potest ostendere quod in aliquam misericordiam incidit per considerationem predictae curie, eo quod nullum iudicium factum fuit. Et ideo consideratum est quod predictus Gilbertus recuperet predicta bona sua versus predictum Philippum et Philippus in misericordia pro injusta detencione. Et quia nescitur pro certo que bona exstiterunt in predicto coffro nec cujus valoris predicta bona fuerunt. ideo inquiratur rei veritas per patriam. Ideo preceptum est vicecomiti quod venire faciat hic die Veneris proxima ante Pentecosten xij., etc., per quos, etc., et qui nec, etc., ad recognoscendum in forma predicta, etc., quia tam, etc.

Postea ad diem illum remanet jurata capienda pro defectu retorni, etc., quia nullus venit, etc.

(m. 1.) **14.** ³ PLACITA CORAM DOMINO REGE IN OCTABIS SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI NONO, INCIPIENTE DECIMO. (1281.)

(m. 33d.)

Adhuc de Crastino Animarum.

Lincoln.

Mandatum fuit ballivis nundinarum Sancti Botulphi quod cum Philippus le Espicer, burgensis et mercator Regis Gloucestrie, quater viginti et novem libras tresdecim solidos et quatuor denarios versus Nicholaum de Bruges, septem libras versus Ledericum Bodery de

¹ For 'scyphos.'

² 'qua capta fuit prius' interlined.

³ Coram Rege Roll 64.

aforesaid Elyas. And as to the aforesaid cups and spoons and other jewels, he says that no such goods were carried off by him, unless they were included in the aforesaid coffer, which coffer truly still remains under lock and under the seals of two lawful men where it was first taken, in the castle aforesaid. And he says that because the said Gilbert would not acquit himself of the mercy into which he fell against the aforesaid Elyas in the court aforesaid, he, Philip, retained the aforesaid coffer in respect of that mercy in the name of distraint, etc.

And Gilbert comes and demands judgment against the aforesaid Philip, inasmuch as he avows the aforesaid distraint of the aforesaid cloth carried away on the aforesaid day of S. Gregory in the fifth year, when no complaint was made against him by the aforesaid Elyas in the aforesaid court, because he says, in answering, that the aforesaid Elyas complained of him in the sixth year. And also he demands judgment for this, that he [Philip] says that he detained the aforesaid coffer with the other goods for the aforesaid mercy into which he [Gilbert] fell, and he is not able to show that he fell into any mercy by award of the aforesaid court, for that no judgment was made. And therefore it is awarded that the aforesaid Gilbert do recover his aforesaid goods against the aforesaid Philip, and Philip in mercy for unjust detention. And because it is not known for certain what goods existed in the aforesaid coffer nor of what value the aforesaid goods were, therefore let the truth of the matter be inquired by the country. Therefore the sheriff is ordered to cause to come here on Friday next before Pentecost 12, etc., by whom, etc., and who neither, etc., to recognize in the form aforesaid, etc., because as well, etc.

Afterwards at that day the jury remains to be taken, for default of return, etc., because none came, etc.

14. PLEAS BEFORE THE LORD KING IN THE OCTAVES OF S. MICHAEL IN THE NINTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY, AND THE BEGINNING OF HIS TENTH YEAR. (1281.)

Yet of the Morrow of All Souls.

Lincoln.

Commandment was made to the bailiffs of the fair of S. Botulph that whereas Philip the Spicer, the King's burgess and merchant of Gloucester, did sufficiently deraign before the King's bailiffs of Southampton, as the lord King has gathered, eighty-nine pounds thirteen shillings and four pence against Nicholas of Bruges, seven

Ipra, sex libras, quatuordecim solidos et octo denarios versus Michaellem le Sage de Ipra, viginti [libras] et unam libram duos solidos et sex denarios versus Walterum Cosyn de Ipra, centum solidos versus Dauin Abraham, et viginti solidos versus Cophinum Spreny de Ipra, coram ballivis Regis Suhantone sufficienter, ut dominus Rex acceperit, disrationaverit; et iidem Nicholaus, Ledericus et alii prefato Philippo de predicta pecunia in nullo satisfecerint nec ei, licet ipsi et communitates villarum predictarum super hoc sepius moniti extiterint, inde satisfacere curaverint, ut dicitur, per quod dominus Rex nuper eisdem ¹ [ballivis] mandavit quod bona et mercimonia mercatorum de Bruges et Ipra in nundinis predictis veniencia ad valenciam predicti debiti arestari et salvo custodiri facerent donec prefato Philippo de predicta pecunia secundum legem mercatoriam plenarie fuerit satisfactum; ac ipsi quedam bona et mercimonia mercatorum de Ipra in nundinis predictis arestari fecerint occasione predicta, in ipsorum dispendium non modicum et gravamen, ut Regi intimaverint. Dominus Rex quia jam intellexit quod predicta debita non sunt clara, eosdem mercatores de Ipra adjornavit hic, ad hunc diem, ad faciendum et recipiendum in premissis quod justitia suadebit.

Et Johannes de Loe, Johannes Bardunk, Johannes Water Borth, Lambertus de Templo, Nicholaus filius Clementis, Johannes Credelyn, Michael de Loo, et quidam alii de communitate de Ipre ² venerunt. Et similiter predictus Philippus venit, et predicti mercatores de Ipra dicunt quod non debent predicto Philippo ad querelam nec ad breve sua respondere, quia dicunt quod dominus Rex, pater domini Regis nunc, concessit eis per cartam suam quod nulli mercatores de Ipra in terra Regis Anglie aliquo modo de rebus et mercandis suis distringantur pro debito aliquo unde non sunt plegii vel debitores capitales, et vocant ³ inde ad warantiam predictam cartam domini Regis que est in transmarinis partibus. Ideo datus est eis dies, in octabis Sancti Hilarii ubicumque, etc., ad habendam predictam cartam, etc. Postea ad hunc diem venit predictus Michael atornatus predictorum mercatorum et profert cartam domini Henrici regis, patris domini Regis nunc, in hec verba ⁴:

Qua carta audita et intellecta dictum est predictis mercatoribus quod eant inde sine die; et predicti mercatores habeant breve domini Regis ballivis nundinarum Sancti Botulphi . . . ⁵ sua deliberanda, etc.

¹ 'eisdem' is interlined.

² 'Nicholaus' . . . 'Ipre' interlined.

³ 'vacant' in roll.

⁴ See pp. xiv (n. 2) and 142.

⁵ The roll is mutilated here. Perhaps we should read 'ad mercimonia.'

pounds against Lederic Bodery of Ypres, six pounds fourteen shillings and eight pence against Michael le Sage of Ypres, twenty-one pounds two shillings and six pence against Walter Cosyn of Ypres, one hundred shillings against Dauin Abraham, and twenty shillings against Cophin Spreny of Ypres, and the same Nicholas, Lederic and the others have in nowise satisfied the said Philip in respect of the aforesaid money, nor have cared, as it is said, to satisfy him therein, although they and the communities of the towns aforesaid have often been admonished hereon, wherefore the lord King lately commanded the same [bailiffs] that they should cause the goods and wares of merchants of Bruges and Ypres coming to the aforesaid fair to be arrested and safely kept until the aforesaid Philip should be fully satisfied as to the aforesaid money according to the law merchant; and they did cause certain goods and wares of merchants of Ypres to be arrested in the fair aforesaid for the cause aforesaid, to their no small cost and grievance, as they have intimated to the King. The lord King, because he has now understood that the aforesaid debts are not clear, has adjourned the merchants of Ypres here, at this day, to do and receive in the premises what justice shall persuade.

And John of Loo, John Bardunk, John Waterborth, Lambert of the Temple, Nicholas son of Clement, John Credelyn, Michael of Loo and certain others of the community of Ypres come. And likewise the aforesaid Philip comes, and the aforesaid merchants of Ypres say that they ought not to answer the aforesaid Philip as to his complaint or writ because they say that the lord King, father of the now lord King, granted to them by his charter that no merchants of Ypres in the land of the King of England are to be distrained in any manner as to their things and merchandises for any debt of which they are not the chief pledges or debtors, and they call to warranty thereof the aforesaid charter of the lord King which is in the parts beyond the sea. Therefore a day is given to them in the Octaves of S. Hilary where-soever, etc., to have the aforesaid charter, etc. Afterwards at this day comes the aforesaid Michael, attorney of the aforesaid merchants, and proffers a charter of the lord Henry the King, father of the now lord King, in these words:¹

Which charter having been heard and understood, it is said to the aforesaid merchants that they may go [quit] thereof, without a day. And the aforesaid merchants are to have the writ of the lord King to the bailiffs of the fair of S. Botulph [to deliver their merchandises].

¹ For an analysis of this charter see Appendix, p. 142, and for its value see Introduction, p. xiv, n. 2.

- (m. 1.) **15.** ¹PLACITA CORAM DOMINO REGE IN OCTABIS SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI, FILII REGIS HENRICI, NONO, INCIPIENTE DECIMO. (1281.)

(m. 53.) **Adhuc de Octabis Sancti Martini et Quindena.**

Florentia. Mandatum fuit Johanni de Luvetot et Galfrido de Neubaud quod, quia Dominus Rex super processu habito coram eis de quibusdam mercatoribus Florentinis Londonie commorantibus certis de causis certiorari voluit, quod ² processum negotii predicti coram eis habitum cum omnibus illud tangentibus Regi sub sigillo suo distincte et aperte sine dilatione mitterent ³ unacum inquisitionibus factis coram prefato Johanne de Lovetot et dilectis et fidelibus Regis Johanne de Cobham et Gregorio de Rokesle, majore Londonie, apud Londoniam, per breve Regis. Qui quidem Johannes et Galfridus predicta processum et inquisitiones miserunt in hec verba.

Inquisicio capta coram Johanne de Cobham, Johanne de Lovetot et Gregorio de Rokesle, per breve Domini Regis, videlicet, die Sabbati proxima post festum Sancti Michaelis, anno regni Regis Edwardi octavo; cujus brevis tenor talis est.

Cum pluries rogaverimus potestatem, consilium et communitatem civitatis Florentie quod dilecto mercatori nostro Hugoni Pape rationabiles emendas de turribus, palaciis et domibus suis, per ipsos destructos, habere facerent nostris partibus et amore, ac ipsi preces hujusmodi ad exaudicionis effectum juxta quod deceret nullatenus admittentes, eas sub dissimulatione preterire permittant, tanquam in nostri dedecus et prefati mercatoris nostri dampnum irrecuperabile et exheredacionem manifestam; de quo non mediocriter sumus anxii. Nos aliter in hoc facto providere cupientes, vobis mandamus quod omnes mercatores de Florentia in civitate nostra predicta existentes ad certum diem, quem ad hoc provideritis, coram vobis convocetis, et dampna predicta eis exponatis et contemptum quem nobis fecerint in non a[d]mittendo aliqua nostra rogamina pro mercatore predicto; et legitimam probacionem a prefato Hugone de dampnis illis recipiatis per sacramentum proborum et legalium hominum de civitate predicta Florentie; ut cum de dampnis illis per vos certiorari fuerimus, aliud remedium in hoc adhiberi faciamus; quod si forte vos omnes ad hoc

¹ Coram Rege Roll 64.

² Sic.

³ 'mitteret' in roll.

15. ¹ PLEAS BEFORE THE LORD KING IN THE OCTAVES OF S. MICHAEL IN THE NINTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY, AND HIS TENTH BEGINNING. (1281.)

Yet of the Octaves of S. Martin and of the Quindisme.

Florence.

Commandment was made at London, by the King's writ, to John de Lovetot and Geoffrey de Neubaud that,² because the lord King for certain causes wished to be certified upon the process had before them concerning certain merchants of Florence dwelling at London, they should send to the King without delay the process of the aforesaid case had before them, together with all matters touching it, distinct and open, under their seal, together with the inquisitions made before the aforesaid John de Lovetot and the King's beloved and trusty John of Cobham and Gregory de Rokesle, mayor of London. Which John and Geoffrey indeed sent the aforesaid process and inquisitions in these words :

Inquisition taken before John of Cobham, John de Lovetot and Gregory de Rokesle, by the writ of the lord King, namely on Saturday next after the Feast of S. Michael, in the eighth year of the reign of King Edward, the tenor of which writ is as follows :

Whereas we have many times asked the Power, council and community of the city of Florence that from good will and affection for us they should cause our beloved merchant Hugh la Pape to have reasonable amends for his towers, palaces and houses destroyed by them ; and they themselves in no degree according these prayers of ours an effective hearing, as was becoming, do permit them to be passed over by dissembling, and thus to our dishonour and to the irreparable loss and disinheritance of our aforesaid merchant ; about which we are not a little anxious. We, wishing to provide otherwise in what has been done, command you that you do call together before you all the merchants of Florence who are within our aforesaid city, at a certain day, which you shall have appointed for the purpose, and expound to them the losses aforesaid and the contempt that they have shown to us in not acceding to our several requests on behalf of the merchant aforesaid ; and you shall receive from the aforesaid Hugh the lawful proof respecting those losses by the oath of the good and lawful men of the city of Florence aforesaid ; so that when we shall have been certified by you concerning those losses we may cause another remedy to be applied herein ; and if it be so that all of you may not be able to find

¹ For some comments on this remarkable case see Introduction, p. xxxiv.

² ' That ' is repeated further on in this sentence in the Latin record.

vacare non possitis, duo vestrum negocium istud exequantur. Teste me ipso apud Nottingham, xxx. die Julii, anno regni nostri octavo.

Coram quibus convenientibus in ecclesia Sancti Pauli, Londonie, die Sabbati proxima post festum Sancti Michaelis, capta fuit super premissis inquisicio per subscriptos, videlicet ¹ . . . mercatores Florencie, juratos. Qui dicunt super sacramentum suum quod in civitate Florencie due sunt partes, videlicet una de Guelphis et alia de Gibelinis. Ita quod pars Guelphorum dominabatur super partem Gibelinorum et eos extra civitatem Florencie expellebat ; et Guelphi soli remanserunt in civitate predicta ; de quorum Gwelphorum parte fuit Hugo la Pape. Et cum idem Hugo habuisset quoddam palacium altis turribus constructum, quod scitum fuit in medio domuum predictorum Gibelinorum, predicti Gwelphi qui in civitate predicta erant perpendentes quod si contigerit Gibelinos reverti in civitate predicta, per palacium predicti Hugonis et per turres predictas, propter ipsarum fortitudinem, possent Gybelini contra ipsos Gwelphos fortissimam habere defensionem. Et quia perpendebant quod ex palacio et turribus predictis posset eis periculum accidere ratione supradicta, communi consilio et assensu considerabant quod predicta palacium et turres prosternerentur ; et predicto Hugone partibus extraneis agente, eadem palacium et turres prostraverunt.

Et quesiti quo tempore predictum factum fuisset prefato Hugoni, dicunt quod circiter festum Sancti Andree proximo venturum erunt octo anni elapsi : et eo tempore fuit Thadeus de Monte [Folge] vicarius civitatis predictae.

Quesiti utrum eo tempore esset prefatus Hugo de parte predictorum Guelphorum et eorum amicitia, ita quod esset in tallagiis et aliis ad ipsum spectantibus prefatis Gwelphis respondens pro edificiis suis in civitate predicta, aut eis rebellis, dicunt quod fuit de amicitia predictorum Gwelphorum et talliabilis, sicut [concevis] de eadem parte et in nullo eis rebellis ; nec aliquid contrarium eis egit per quod rationem haberent destruendi palacium predictum.

Quesiti si constet eis quod Dominus Rex, per dominum Rogerum de Clifford et dominum Galfridum de Neubaud, rogasset omnes mercatores de civitate Florencie Londonie commorantes quod ipsi, pro se et sociis suis, [dampna] prefato Hugoni allata de domibus predictis per ipsos destructos facerent emendari, dicunt quod Dominus Rex scire fecit eis per predictos Galfridum et Rogerum quod predictum

¹ The names of twenty-four merchants of Florence follow, including two 'medici,' several 'marinari,' and a money-changer.

leisure for this, two of you may deal with this business. Witness myself, at Nottingham, the 30th day of July, in the eighth year of our reign.

And before these, assembled in the church of S. Paul, London, on Saturday next after the Feast of S. Michael, an inquisition was taken by the underwritten, namely¹ . . . merchants of Florence, sworn. Who say upon their oath that in the city of Florence are two parties, namely one of the Guelphs and another of the [Ghibellines]; and so it was that the party of the Guelphs dominated the party of the [Ghibellines] and expelled them from the city of Florence; and the Guelphs alone remained in the city aforesaid; and of the party of these Guelphs was Hugh la Pape. And whereas the same Hugh had a certain palace built with high towers which was situate in the midst of the aforesaid Ghibellines, the aforesaid Guelphs in the aforesaid city reflecting that in the event of the Ghibellines returning to the aforesaid city they might have by means of the palace of the aforesaid Hugh and of the towers aforesaid, by reason of their natural strength, a very strong defence against the Guelphs themselves. And because they reflected that from the palace and towers aforesaid danger might befall them, for the reason abovesaid, by common counsel and assent they decided that the aforesaid palace and towers should be prostrated; and while the aforesaid Hugh was carrying on in foreign parts they did prostrate the same palace and towers.

And asked at what time the aforesaid thing was done to the aforesaid Hugh, they say that it will be eight years ago about the Feast of S. Andrew next coming; and at that time Thadeus de Monte Folge was Vicar of the city aforesaid.

Asked whether at that time the aforesaid Hugh was on the side of the aforesaid Guelphs and in their friendship, so that he was answerable to the aforesaid Guelphs for tallages and other things pertaining to him in respect of his buildings in the city aforesaid or [whether he was] in rebellion against them, they say that he was in the friendship of the aforesaid Guelphs and talliable as a fellow-citizen, of the same party and in no point rebellious to them, nor did he do anything opposed to them whereby they might have reason for destroying the palace aforesaid.

Asked if it be known to them that the lord King, through lord Roger de Clifford and lord Geoffrey de Neubaud, had asked all the merchants of the city of Florence dwelling in London that they, for themselves and their fellows, should cause the losses inflicted on the aforesaid Hugh in respect of the houses aforesaid destroyed by them to be made good, they say that the lord King let them know by the aforesaid Geoffrey and Roger that they should cause the aforesaid

¹ See note opposite.

dampnum prefato Hugoni facerent emendari; quibus responderunt quod erga dominos et socios suos Florencie existentes quantum potuerint procurare voluerint, quod prefato Hugoni facerent emendari: et modo super hoc habent responsum.

Item, quesiti si sciant quod litera Domini Regis venisset ad potestatem et communitatem Florencie deprecans eos quod infra Pascha proximum sequens post tempus admissionis illius litere prefato Hugoni de dampnis predictis fieri facerent emendari, dicunt quod bene sciunt quod litera Domini Regis deprecatoria ad predictam potestatem et communitatem pervenit et de emenda prefato Hugoni facienda, et eciam prefatus Hugo simul cum quodam Magistro Poncio adivit predictam potestatem petens emendas sibi fieri de transgressione predicta, coram qua potestate, convocata communitate, et de emenda facienda dicto Hugoni ex parte Domini Regis Anglie requisita et interpellata, dicta communitas partibus Domini Regis predictis favere recusavit.

Quesiti que dampna predictus Hugo sustinuit per destructionem palatii predicti, dicunt quod de dampnis suis posset ¹ ei competenter satisfieri per quatuor centum libras sterling[orum].

Quesiti si Dominus Rex qui nunc est priusquam adivisset Terram Sanctam mandavit per litteras suas potestati et communitatui Florencie quod suscepit predictum Hugonem, domos, et omnes possessiones suas in protectionem et defensionem suam et supplicavit eis quod res, redditus, palacia, domos et edificia protegerent et defenderent, et non permitterent dictum palacium obrui, dicunt quod sic: ita quod ad instanciam dicti Domini Regis per unum annum sequentem conservari fecerunt dicta palacia et turre sine deterioracione, et postea eadem obrui fecerunt racione predicta.

Requisiti si prefatus Hugo fuit Florencie vel Thuss'[cie] jam sunt quinque anni elapsi, dicunt quod non, nec unquam postea.

ALIUD RECORDUM HABITUM CORAM JOHANNE DE LUVETOT ET
GALFRIDO NEUBAUD IN ECCLESIA SANCTI PAULI, LONDONIE,
XVIJ DIE DECEMBRIS, ANNO REGNI REGIS EDWARDI [FILII
REGIS HENRICI] NONO. (1281.)

Florenzia.

Die Martis xvij. die Decembris, anno regni Regis Edwardi nono, comparuerunt coram nobis in ecclesia Sancti Pauli, Londonie * * *²

¹ Sic.

² The names of twenty-eight Italian merchants follow here, including members of the Friscobaldi, Bardi and other societies.

loss to be made good to the aforesaid Hugh ; to which they replied that they would procure their lords and fellows who were at Florence as far as they were able, so that they should cause amends to be made to the aforesaid Hugh ; and now they have a reply upon this.

Asked further if they know that a letter of the lord King had come to the Power and community of Florence entreating them that, before Easter next following the receipt of that letter, they were to cause amends to be made to the aforesaid Hugh in respect of the losses aforesaid, they said that they know well that a deprecatory letter of the lord King reached the aforesaid Power and community as to amends to be made to the aforesaid Hugh ; and also the aforesaid Hugh together with a certain Master Poncius approached the aforesaid Power demanding that amends should be made to him for the trespass aforesaid ; before which Power in assembly of the community and on requisition and interpellation on behalf of the lord King of England concerning amends to be made to the said Hugh, the said community refused to show favour to the cause of the lord King.

Asked what losses the aforesaid Hugh sustained by the destruction of the palace aforesaid, they say that it would be possible to give him adequate satisfaction for his losses by [payment of] four hundred pounds sterling.

Asked if the lord King who now is, before he had gone to the Holy Land,¹ informed by his letters the Power and community of Florence that he took the aforesaid Hugh, his houses and all his possessions into his protection and defence, and prayed them that they would protect and defend his things, rents, palaces, houses and buildings, and [that] they would not permit the said palace to be ruined ; they say that it was so ; so that at the instance of the said lord King they caused the said palaces and towers to be preserved without deterioration during one year following, and afterwards they caused the same to be ruined for the reason aforesaid.

Asked [again] if the aforesaid Hugh was in Florence or Tuscany some five years ago, they say he was not nor ever afterwards.

ANOTHER RECORD HAD BEFORE JOHN DE LUVETOT AND GEOFFREY NEUBAUD IN THE CHURCH OF S. PAUL, LONDON, THE 17TH DAY OF DECEMBER IN THE NINTH YEAR OF THE REIGN OF KING EDWARD [SON OF KING HENRY]. (1281.)

On Tuesday the 17th day of December, in the ninth year of King Edward, there appeared before us in the church of S. Paul, London . . .²

Florence.

¹ Before August 1270.

² See note 2 opposite.

citati coram nobis per vicecomitem Londonie, [et] peti[i]mus ab eis ex parte Domini Regis qualiter satisfacere voluerint Hugoni Pape de summa sex centarum marcarum predictarum. Et habitis inter eos multis loquelis ad talem concordiam pervenerunt; quod utraque pars stare voluit consideracioni et arbitracioni dicti Francissi Aucursii,¹ legum doctoris, et Hugelini de Wik' et Ryk[emanni] Salvaterre qui adjudicaverunt dictos mercatores soluturos prefato Hugoni pro dampnis suis predictis iiij^c marcas sterlingorum, solvendas dicto Hugoni vel suo attornato in festo Sancti Johannis Baptiste proximo futuro, pro bona pace inter ipsos habenda. Cui laudo et arbitrio utraque pars acquieverunt. Ad hec predicti . . .² pro ipsis et sociis suis de societatibus predictis rec[ognoverunt] coram nobis solvere prefato Hugoni vel ejus attornat[o] quadraginta marcas infra festum Sancti Johannis Baptiste apud Londoniam. Et nisi fecerint, quod levare faceremus dictam peccuniam de bonis et catallis suis et sociorum suorum. Insuper voluerunt omnes mercatores supradicti et consencierunt quod Hugelinus de Wik et Rik[emannus] Salvatere assisant dictam pecunie summam super quamlibet societatem predictam et societatem Rikemannorum, et super singulos alios mercatores Florencie in regnum Anglie com[m]orantes; vel eciam venturos; sicut fuerit faciendum.

Et si contingat quod dicti Rik[emannus] et Hugelinus de Wik' ad premissa [facienda] concordare non poterunt, nos eisdem Rykemanno et Hugelino ex officio nostro ad premissa facienda et complenda adjuvabimus, prout expedire viderimus. Et sciendum est quod si communitas Florencie infra terminum pre[dictum] satisfecerint prefato Hugoni vel ejus attornato de dicta pecunie summa, tunc dicti mercatores quieti erunt a solucione predictarum quadragintarum marcarum,³ etc.

Postea hic, ad hunc diem, venerunt predicti mercatores, et requisiti qua de causa venire fecerunt hic predictum recordum, qui dicunt quod non tenentur respondere in Anglia de aliquo facto in Florencia facto tempore guerre, vel alio tempore, vel alibi in extraneo regno, cum nullus de Anglia de ju[re] debeat respondere in partibus transmarinis de aliqua transgressione facta in regno Anglie. Sic videtur eis quod non debeant compelli ad respondendum predicto Hugoni de aliqua transgressione ei facta in extranea regione ut pred[ictum] est. Quare]⁴ petunt quod hoc eis allocetur.

Preterea cum contineatur in predicto recordo quod predicti mercatores [ponere] debuissent se in arbitracione dicti Francissi Aucursi⁵

¹ The famous jurist, then in Edward I.'s service.

² The Christian names of the above merchants are omitted here. ³ Sic.

⁴ The margin of the roll is mutilated.

⁵ A second 'i' has been erased.

cited before us by the sheriff of London, [and] we asked of them, on behalf of the lord King, how they would satisfy Hugh la Pape in respect of the sum of six hundred marcs aforesaid. And after much speech made among them they arrived at such an agreement as this : that each party was willing to stand by the award and arbitration of the said Francis of Accorso, doctor of laws, and of Hugelin de Wik' and Rik[emann'] Salvaterre, who awarded that the said merchants were to pay to the aforesaid Hugh for his losses aforesaid 400 marcs sterling, to be paid to the said Hugh or to his attorney in the feast of S. John the Baptist next coming to have good peace between them. To which award and arbitration both parties agreed. For these things the aforesaid¹ . . . for themselves and their fellows of the aforesaid societies, acknowledged that they would pay before us to the aforesaid Hugh or his attorney forty marcs within the Feast of S. John the Baptist at London. And unless they did this that we should cause the said money to be levied from their goods and chattels and those of their associates. Moreover all the merchants above-mentioned willed and agreed that Hugelin de Wik' and Rikemann' Salvaterre do assess the said sum of money upon every society aforesaid, and the society of the Rikemanni, and upon every other merchant of Florence sojourning in the Kingdom of England or even on such as shall come, according as it shall have to be done.

And if it shall happen that the said Rikemann' and Hugelin de Wik' cannot agree to [perform] the premises, we will assist the same Rikemann' and Hugelin officially to perform and complete the premises as shall seem expedient. And be it known that if the community of Florence within the aforesaid term shall have satisfied the aforesaid Hugh or his attorney in respect of the said sum of money, then the said merchants shall be quit of payment of the aforesaid four hundred marcs, etc.

Afterwards here, at this day, come the aforesaid merchants and questioned for what reason they caused the aforesaid record to come here, they say that they are not bound to answer in England for any deed done in Florence, in time of war, or at another time, or elsewhere in a foreign country, since none of England ought of right to answer in the parts beyond sea for any trespass done in the Kingdom of England ; so it seems to them that they ought not to be compelled to answer the aforesaid Hugh for any trespass done to him in a foreign region [as aforesaid. Wherefore] they ask that this be allowed to them.

Further, whereas it is contained in the aforesaid record that the aforesaid merchants were to put themselves on the arbitration of the

¹ See note 2 opposite.

legum doctoris, Hugelini de Wik' et Rik[emanni Salvatere],¹ qui adjudicaverunt dictos mercatores soluturos prefato Hugoni predictas iiij^c marcas, ut patet in pre[dicto recordo], dicunt quod nunquam se posuerunt in aliqua arbitracione, nec predictus Franciscus vel alii aliquam arb[itracionem] inter eos fecerunt, et de hoc ponunt se super recordum et veredictum predictorum Francissi et Hugelini, qui presen[tes sunt]. Et Hugelinus requisitus si predicti mercatores posuerunt se in arbitracione predicta, et si illa [arbitraccio] facta fuit, quod predicti mercatores solvere debuerunt predictas iiij^c marcas predicto Hugoni pro pred[ictis dampnis] ei factis, dicit quod sic. Et Franciscus requisitus in forma predicta [o]mnino dedit, et ² quod in [arbitracionem] aliquam se posuerunt, nec aliqua arbitraccio per ipsum facta fuit. Unde petunt remedium de predicto recordo de . . .¹ in eodem recordo, quod iudicium suum fundaverunt per . . . predicti arbitri, quod ³ . . . nullum est, eo quod predict[i] abitr[i inter] se non concordant, immo omnino discordant, unde petunt quod illud iudicium quod [processit ex uni arbitro] eis non prejudicet set adnulletur ⁴ [etc.].

(53d.)

Adhuc de Recordo Florencie.

Preterea cum contineatur in brevi originali quod duo fuerunt iusticiarii per Dominum Regem assignati ad predictum placitum audiendum et terminandum, unus eorum in absencia alterius aliquod recordum vel aliquod placitum inde inter predictos mercatores de jure facere vel tenere non potuit, predictus Johannes de Lovetot in absencia predicti Galfridi, socii sui, et qui sine facto suo nichil potuit facere, predictam recognicionem arbitracionis pro voluntate sua recepit et ad judic[i]um processit, unde petunt quod factum predicti Johannis eis non prejudicet set annulletur.⁵

Et predictus Johannes de Lovetot requisitus si predictus Galfridus de Neubaud presens fuit quando predicti Franciscus et Hugelinus predictam arbitracionem exposuerunt et quando ad iudicium processit,⁶ dicit quod non. Et quia compertum est per tenorem brevis quod breve illud erronee emanavit a curia, eo quod non est consuetudo Anglie quod aliquis respondeat . . .⁷ in regno Anglie de aliqua transgressione facta in extranea regione, tempore guerre vel alio,⁸ et etiam quia predicti Franciscus et Hugelinus, qui

¹ The margin of the roll is mutilated.² Sic.³ 'judicium . . . quod' is an insertion in another hand on an erasure.⁴ 'quod . . . adnulletur' is an insertion in another hand on an erasure.⁵ Some part of this entry is written on erasure.⁶ 'et quando . . . processit' interlined.⁷ Blank on erasure.⁸ Blank on erasure of several words.

said Francis of Accorso, doctor of laws, of Hugelin de Wik' and of Rik[emann' Salvaterre], who adjudged that the said merchants should pay to the aforesaid Hugh the aforesaid 400 marcs, as appears in the afore[said record], they say that they never put themselves in any arbitration, nor did the aforesaid Francis or any others make arb[itation] between them, and as to this they put themselves upon the record and the verdict of the aforesaid Francis and Hugelin who [are present]. And Hugelin, questioned if the aforesaid merchants put themselves in the arbitration aforesaid, and if that arbitration was made, [to the effect] that the aforesaid merchants were to pay the aforesaid 400 marcs to the aforesaid Hugh for the [aforesaid losses], says that it was so. And Francis, questioned in the form aforesaid, denies altogether both that they put themselves on any arbitration, or that any arbitration was made by himself. Wherefore they ask a remedy in respect of the aforesaid record as to the . . . in the same record because they founded their judgment by . . . the aforesaid arbitrators which . . . is annulled, inasmuch as the aforesaid arbitrators do not agree between themselves; nay wholly disagree. Wherefore they ask that that judgment which [proceeded from one arbitrator] may not stand to their prejudice, but that it may be annulled, etc.

Yet of the Record of Florence.

Moreover, whereas it is contained in the original writ that two justices were appointed by the Lord King to hear and determine this plea, [and] one of them in the absence of the other could not rightfully make or hold any record or plea, the aforesaid John de Lovetot, in the absence of the aforesaid Geoffrey his fellow [justice] and who without his doing it [also] could do nothing, received the aforesaid recognition of arbitration as his [Francis's] will and proceeded to judgment; whereupon they demand that the action of the aforesaid John may not prejudice them but may be annulled.

And the aforesaid John de Lovetot, questioned if the aforesaid Geoffrey de Neubaud was present when the aforesaid Francis and Hugelin expounded the aforesaid arbitration and when he proceeded to judgment, says that he was not. And because it is found by the tenor of the writ that that writ emanated from the court in error, for that it is not the custom of England that anyone answer in the Kingdom of England for any trespass made in a region outside, in time of war or other time; and also because the aforesaid Francis and Hugelin,

arbitrasse debuerunt inter predictos Hugonem la Pape et mercatores de predicta pecunia, in arbitracione sua non concordant, immo omnino discordant; et eciam cum compertum sit per recordum predicti Johannis de Lovetot quod quicquid factum fuit de arbitracione et recognicione predicta¹ et in processu iudicii factum fuit in absencia predicti Galfridi, sine cujus presencia idem Johannes procedere non potuit ad iudicium, videtur domino Regi et ejus consilio quod in processu predictae loquae manifeste est erratum. Propter quod consideratum est quod totus processus factus coram prefato Johanne per predictum breve erroneum et ejus effectus revocetur; et ejus iudicium [in] execucionem non demandetur. Et quod predicti mercatores eant sine die. Et predictus Hugo nichil capiat per querimoniam suam. Et sit in misericordia,² etc.³

(m. 1.) **16.** ⁴PLACITA CORAM DOMINO REGE APUD KAER IN ARVAN A DIE PASCHE IN XV. DIES ANNO REGNI REGIS EDWARDI DUO-DECIMO. (1284.)

(m. 5d.) **Adhuc de tribus septimanis Pasche.**

Sussex'. Preceptum fuit vicecomiti quod de terris et catallis prioris de Lewes in balliva sua fieri faceret quator centum libras et illas haberet hic ad hunc diem ad reddendum Reynero Clerico et sociis suis civibus et mercatoribus Florencie, etc. Et predictus prior per atornatum suum venit et petit ut possit computare cum predictis mercatoribus. Et predicti mercatores hoc bene concedunt.

Et Adam Basset atornatus predicti prioris venit et dicit quod quidam Chynus de Burgo mercator Florencie, atornatus et procurator predictorum Reyneri et sociorum suorum, [recepit]⁵ de priore Lewense centum libras, de quibus dictus prior habet publicum instrumentum de manu et signo Iltobrandi Bonadote. Et predicti mercatores hoc bene concedunt.

Item dictus Chynus recepit de predicto priore per manus Willelmi de Secheford' septuaginta sex libras tresdecim solidos quatuor denarios, de quibus alias irrotulatum fuit in curia Domini Regis. Et predicti mercatores hoc bene concedunt.

¹ Sic.

² 'Misericordia' in the margin struck through.

³ Three and a half lines of carefully erased writing follow here, the rest of the membrane being blank.

⁴ Coram Rege Roll 83.

⁵ 'recepit' is omitted.

who were to have arbitrated between the aforesaid Hugh la Pape and the merchants concerning the aforesaid money, do not agree in their arbitration, nay wholly disagree ; and also whereas it is found by the record of the aforesaid John de Lovetot that whatever was done concerning the arbitration and recognition aforesaid, and in the process of judgment, was done in the absence of the aforesaid Geoffrey, without whose presence the same John could not proceed to judgment, it seems to the lord King and to his Council that in the process of the aforesaid plea there is manifest error. Wherefore it is awarded that the whole process made before the aforesaid John by the aforesaid erroneous writ and its effect be revoked ; and [that execution of his judgment] be not demanded ; and that the aforesaid merchants do go without a day. And the aforesaid Hugh to take nothing by his complaint ; and to be in mercy, etc.

16. PLEAS BEFORE THE LORD KING AT CARNARVON IN 15 DAYS OF EASTER IN THE TWELFTH YEAR OF THE REIGN OF KING EDWARD. (1284.)

Yet of the Three Weeks of Easter.

Sussex. The sheriff was ordered that of the lands and chattels of the prior of Lewes in his bailiwick he should cause to be made up four hundred pounds and [that he] should have them here at this day to render unto Reyner the clerk and his associates, citizens and merchants of Florence,¹ etc. And the aforesaid prior by his attorney comes and asks that he may account with the aforesaid merchants. And the aforesaid merchants grant this well.

And Adam Basset, attorney of the aforesaid prior, comes and says that a certain Chyne de Berg, merchant of Florence, attorney and proctor of the aforesaid Reyner and his associates, [received] of the prior of Lewes a hundred pounds, of which the said prior has a public instrument under the hand and seal of Iltobrand Bonadote. And the aforesaid merchants grant this well.

Also the said Chyne received of the said prior, by the hand of William of Seaford, seventy-six pounds thirteen shillings four pence, of which an enrolment was made at another time in the court of the lord King ; and the aforesaid merchants grant this well.

¹ In 1281 Rayner the Clerk, staying beyond seas, was allowed to nominate Chynus of Peterboro' his attorney for three years (Cal. of Patent Rolls, 1272-81, p. 450).

Item dictus Chynus recepit de dicto priore per manus Johannis de Cave, sicut patet per irrotulamentum alias inde factum [*no sum*]. Et predicti mercatores hoc bene concedunt.

Item dicit quod predictus Chynus recepit de predicto priore in nundinis S. Botulphi per manus Willelmi de Sycheford' centum libras per unam talliam quam profert et que hoc idem testatur. Et similiter idem Chynus recepit in nundinis S. Edmundi per manus Radulphi de Tanewell' sexaginta sex libras tresdecim solidos et quatuor denarios per unam talliam quam profert et que hoc idem testatur. Et predicti mercatores predictas tallias omnino dedicunt. Ideo mandandum est Henrico le Waleys majori Londonie quod assumptis secum Gregorio de Rokesl' et quatuor de legalioribus et discretioribus mercatoribus, etc., probacionem predictarum talliarum, etc., secundum legem mercatoriam in crastino S. Johannes Baptiste recipiat, et illam probacionem mittat Domino Regi in Octabis S. Johannis Baptiste, ubicunque, etc.

Item idem atornatus predicti prioris dicit quod Willelmus de Roenges vicecomes Norfolc' levare fecit de terris et catallis predicti prioris viginti marcas ad opus predicti Reyneri et sociorum suorum, et inde profert talliam predicti vicecomitis. Et predicti mercatores dicunt quod non receperunt de predicto vicecomite nisi tresdecim marcas. Ideo mandatum est Thesaurario et Baronibus de Scaccario quod venire faciant coram eis predictum vicecomitem, et quod celerem justiciam secundum legem, etc., partibus inde faciant, etc. Profert eciam idem atornatus litteram cujusdam¹ Chyni atornati predictorum mercatorum, de triginta septem solidis. Et predicti mercatores litteram illam bene concedunt, ita quod de claro remanet idem prior in debito versus mercatores in viginti et una libra, novem solidis et octo denariis. Unde preceptum est vicecomiti quod de terris, etc., fieri faciat predictos denarios et illos habeat coram Rege in Octabis S. Johannis Baptiste ubicunque, etc.

(m. 1.) **17.** ² PLACITA CORAM DOMINO REGE APUD KAER IN ARVAN A DIE PASCHE IN XVII. DIES ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI DUODECIMO. (1284.)

(m. 5.) **Adhuc de Tribus Septimanis Pasche anno duodecimo.**

Sussex. Isabella de Mortuomari, Robertus Edwyne, et Henricus de Puz, Thomas Hosel, Johannes filius Asselote et Johannes del Hulle attachiati

¹ Sic for 'ejusdem,' apparently.

² Coram Rege Roll No. 83 ; also in Roll 84, m. 2d.

Also the said Chyne received from the said prior by the hands of John de Cave as appears by the inrolment elsewhere made thereof. [*no sum*]. And the aforesaid merchants grant this well.

Also he says that the aforesaid Chyne received of the aforesaid prior in the fair of S. Botulph by the hands of William of Se[a]ford one hundred pounds by one tally, which he proffers, and which witnesses to the same effect. And likewise the same Chyne received in the fair of S. Edmund by the hand of Ralph of Tinwell sixty-six pounds thirteen shillings and four pence by one tally, which he proffers, and which witnesses to the same effect. And the aforesaid merchants gainsay the aforesaid tallies altogether. Therefore let Henry the Welshman, mayor of London, be commanded that taking with him Gregory de Rokesle¹ and four of the more lawful and discreet merchants, etc., he do receive proof of the aforesaid tallies, etc., according to the law merchant on the Morrow of S. John the Baptist, and do send that proof to the Lord King in the Octaves of S. John the Baptist, wheresoever, etc.

Also the same attorney of the aforesaid prior says that William de Roenges, sheriff of Norfolk,² caused to be levied of the lands and chattels of the aforesaid prior twenty marcs to the use of the aforesaid Reyner and his associates, and thereof he proffers the tally of the aforesaid sheriff. And the aforesaid merchants say that they have received from the aforesaid sheriff only thirteen marcs. Therefore the Treasurer and Barons of the Exchequer are commanded to cause the aforesaid sheriff to come before them, and that therein to the parties they shall do, etc., speedy justice according to the law, etc. The same attorney also proffers a letter of the same Chyne, attorney of the aforesaid merchants, for thirty-seven shillings. And the aforesaid merchants grant well that letter; so that the prior remains clearly in debt towards the merchants in twenty-one pounds nine shillings and eight pence. Whereupon the sheriff is ordered that from the lands, etc., he do cause the aforesaid moneys to be made up and have them before the King in the Octaves of S. John the Baptist wheresoever, etc.

17. PLEAS BEFORE THE LORD KING AT CARNARVON IN 17 DAYS OF EASTER IN THE TWELFTH YEAR OF THE REIGN OF KING EDWARD SON OF KING HENRY. (1284.)

Yet of the Three Weeks of Easter in the Twelfth Year.

Isabella de Mortimer, Robert Edwyne and Henry de Puz, Thomas Hosel, John son of Aselote and John del Hulle were attached to answer

¹ Rokesley was mayor of London in 1275–81 and 1285.

² He was appointed sheriff of Norfolk 16 Nov. 1281. See P.R.O., *Lists and Indexes*, IX., p. 86.

fuerunt ad respondendum Johanni de Sancto Johanne de placito quare cum ad communem utilitatem regni Regis statutum¹ fuerit quod nullus distringatur per averia carucarum suarum vel per oves suas pro debito Regis vel alieno, aut alia quacumque occasione per ballivos Regis seu aliorum, quamdiu habeat averia per que rationabiliter districtio super ipsum fieri possit pro debito illo levando, exceptis dumtaxat averiis illis que, in dampno alicujus inventa, secundum legem et consuetudinem regni Regis imparcari contigerit, iidem Robertus et alii oves ipsius Johannis de Sancto Johanne apud Havernak et West Hamptonet contra formam statuti predicti, ceperunt et imparcaverunt, et eas adhuc imparcata detinent, contra legem et consuetudinem regni Regis et contra pacem etc. Et unde predictus Johannes queritur quod predicta Isabella et alii, die Veneris proxima ante festum Assumpcionis Beate Marie anno regni Regis nunc decimo, mille et quinque oves in quodam loco qui vocatur Sollecumbe in Haunday in West Hamptonet ceperunt et apud Sengeltone in parco ipsius Isabelle detinuerunt quousque deliberate fuerunt per ballivum Domini Regis, unde dicit quod deterioratus est et dampnum habet ad valenciam viginti librarum ; et inde producit sectam, etc.

Et Isabella et alii per attornatum suum veniunt et defendunt vim et injuriam quando, etc. Et bene advocant captionem predictarum mille et quinque ovium apud Sollecumbe ut in separali pastura ipsius Isabelle, pertinente ad honorem Arundellie, ubi averia ipsius Johannis in dampnum capta imparcari solebant ; et similiter captionem predictarum quater centum ovium in separali pastura ipsius Isabelle in Cherletone, que est pertinens ad honorem Arundellie, ubi predictus Johannes nullam habet communam. Et quod ita sit, petit quod inquiratur per patriam.

Et Johannes de Sancto Johanne dicit quod predicta Isabella et alii ceperunt predictas oves apud Sollecumbe in ipso solio suo et non in separali pastura ipsius Isabelle ; et de hoc ponit se super patriam.

Ideo preceptum est vicecomiti quod venire faciat coram Rege a die Sancti Michaelis in tres septimanas, ubicumque, etc., xii., etc., per quos, etc. Et qui nec, etc., ad recognoscendum, etc., in forma predicta. Quia tam, etc.

¹ See Introduction, p. xxiv, and Appendix I.

John of Saint John in a plea wherefore (when it was enacted for the common utility of the realm that no man should be distrained by the oxen of his ploughs or by his sheep, for a debt due to the King or to another, or on any other occasion, by the bailiffs of the King or of others so long as he has goods through which distraint could reasonably be made upon him for levying that debt, always excepting those beasts which happen to have been imparked, according to the law and custom of the King's realm when found damaging any man) ; the same Robert and others took and imparked the sheep of him, John of Saint John, at Halnaker and West Hampnet against the form of the statute aforesaid, and still detain them [so] imparked against the law and custom of the King's realm and against the peace, etc. And whereof the aforesaid John complains that the aforesaid Isabella and others on Friday next before the Feast of the Assumption of the Blessed Mary in the tenth year of the reign of the now King took a thousand and five sheep in a certain place, which is called Sadlescombe in Haunday in West Hampnet, and detained them at Singleton in the park of her, Isabella, until they were released by the bailiff of the lord King. Whereby he says that he is the worse and has loss to the value of twenty pounds, and thereof he brings suit, etc.

And Isabella and the others by their attorney come and defend force and injury, when etc. And well they avow the taking of the aforesaid thousand and five sheep at Sadlescombe as in the several pasture of her, Isabella, appurtenant to the honour of Arundel, where the beasts of him, John, taken while doing damage were wont to be imparked ; and likewise the taking of the aforesaid four hundred sheep in Charlton, which is appurtenant to the honour of Arundel, where the aforesaid John has no common. And she asks that it shall be inquired by the country if it be so.

And John of Saint John says that the aforesaid Isabella and the rest took the aforesaid sheep at Sadlescombe, on his very own soil, and not in the several pasture of Isabella herself ; and of this he puts himself upon the country.

Therefore the sheriff is ordered to cause to come before the King in three weeks of S. Michael's Day, wheresoever etc., 12, etc., through whom, etc., and who neither to make recognition, etc., in the form aforesaid. Because as well, etc.

18. ¹PLACITA APUD WESTMONASTERIUM CORAM THOMA DE WELAND' ET SOCIIS SUIS JUSTICIARIIS DOMINI REGIS DE BANCO, DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI QUARTO DECIMO, INCIPIENTE QUINTO DECIMO. (1286.)

(m. 40d.)

Adhuc de terciā Septimana Sancti Michaelis. Weylaund.

Lincoln'.

Preceptum fuit vicecomiti quod, assumptis secum quatuor discretis et legalibus militibus de comitatu suo, in propria persona accedat ad curiam Abbatis de Burgo Sancti Petri de Staunford, et in plena curia illa recordari faciat loquelam que fuit in eadem curia, sine brevi Regis, inter Petrum Bonauel et Egidium le Moyn de debito quinquaginta et quinque librarum, duorum solidorum et decem denariorum, quod idem Petrus a prefato Egidio exigit, unde idem Egidius queritur falsum sibi factum fuisse iudicium in eadem curia. Et recordum illud haberet hic ad hunc diem, sub sigillo suo, et quatuor legales homines ejusdem curie ex illis qui recordo illi interfuerunt. Et Willelmus Poncyn et Walterus Norman, Johannes le Count et Petrus de Nortfolk, quatuor homines predictae curie, quibus traditum fuit recordum deferendum justiciariis hic, venerunt et proferunt predictum recordum in hec verba :

Curia tenta apud Staunford,² die Sabbati proxima ante festum Sancte Scolastice Virginis, anno regni Regis nunc quarto decimo :— Egidius le Moyne, mercator Ambiensis, summonitus fuit ad respondendum Petro Bonavel civi et mercatori ejusdem civitatis, de placito ad reddendum ei catalla ad valenciam quinquaginta et quinque librarum, duorum solidorum et decem denariorum, ut [de] weyda et aliis mercandis que ei debet et reddere contradicit, unde deterioratus est et dampnum habet ad valenciam centum solidorum ; et inde producit sectam. Et predictus Egidius venit, nec defendit vim nec injuriam nec dampna predicti Petri contra predictum Petrum, nec sectam suam, sed dicit quod non tenetur respondere ad querelam predicti Petri sine brevi domini Regis, pro eo quod petitio sua excedit summam quadraginta solidorum.

Et predictus Petrus petit iudicium de predicto Egidio tanquam indefenso, pro eo quod ipse non defendebat verba curie usitata et necessaria inter mercatores. Dicit eciam predictus Petrus quod mercatores in regno Anglie transeuntes et cum mercandis suis,

¹ De Banco Roll 62.

² De Banco Roll 67, m. 70d, where adjournments were made to Michaelmas.

18. PLEAS AT WESTMINSTER, BEFORE THOMAS OF WEYLAND AND HIS FELLOWS, JUSTICES OF THE BENCH OF OUR LORD THE KING, OF THE TERM OF S. MICHAEL IN THE FOURTEENTH YEAR, AND BEGINNING OF THE FIFTEENTH YEAR, OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1286.)

Yet of the Third Week of S. Michael. Weyland.

Lincoln.

The sheriff was ordered that, taking with him four discreet and lawful knights of his county, he is to go in his proper person to the court of the abbot of S. Peter's burgh at Stamford, and in that full court he is to have a record made of the plea which was in the same court without the King's writ, between Peter Bonavel and Giles le Moyne respecting a debt of fifty-five pounds two shillings and ten pence which the same Peter exacts from the aforesaid Giles, whereof the same Giles complains that a false judgment was made to him in the same court, and he should have that record here at this day under his seal and the four lawful men of the same court, among those who were at the making of that record. And William Poncyn and Walter Norman, John the Count[er] and Peter of Norfolk, four men of the aforesaid court to whom the record was handed to be conveyed to the justices, came here. And they proffer the aforesaid record in these words :

At the Court held at Stamford¹ on Saturday next before the Feast of S. Scholastica the Virgin, in the fourteenth year of the reign of the now King, Giles le Moyne, merchant of Amiens, was summoned to answer to Peter Bonavel, citizen and merchant of the same city, on a plea that he [Giles] do render to him [Peter] chattels to the value of fifty-five pounds two shillings and ten pence, as for woad and other merchandises which he [Giles] owes to him [Peter] and refuses to render, whereby he [Peter] is the worse and has loss to the value of a hundred shillings, and thereof he brings suit. And the aforesaid Giles came and he does not defend against the aforesaid Peter force nor injury, nor the losses of the aforesaid Peter nor his suit ; but he says that he is not bound to answer to the plaint of the aforesaid Peter without the writ of the lord King : for this, that his claim exceeds the sum of forty shillings.²

And the aforesaid Peter asks judgment of the aforesaid Giles as of one undefended : for this, that he, Giles, defended not the words of the Court used and necessary among merchants.³ Also the same Peter says that merchants crossing over to the realm of England and their

¹ Cf. above, p. 31.

² Cf. Pollock and Maitland, i. 553-4 (2nd ed.), and *Manorial Pleas*, p. lvi.

³ See Introduction, p. xix sq.

qui de die in diem placitant, quilibet alteri respondet in foris et nundinis in villis mercatoriis, ubi cum mercandis suis inveniantur, sine brevi Regis, licet summan petitionis sue extendat se ultra summam predictam. Propter quod consideratum fuit quod aliud responderet si sibi viderit expedire.

Et predictus Egidius in plena curia, coram hominibus ejusdem curie et mercatoribus diversis ad hoc specialiter summonitis occasione premissa, et catalla seu detencionem eorundem dedicere non potuit, nec aliquid aliud respondere voluit.

Ideo consideratum est quod predictus Petrus recuperet catalla sua et dampna sua, que taxantur ad xl. solidos. Et predictus Egidius in misericordia pro injusta detencione. Et postea venit breve Domini Regis ad perforandum¹ iudicium sub hoc forma :

Edwardus, etc., ballivis abbatis de Burgo Sancti Petri, etc. Precipimus vobis quod execucionem iudicii reddituri coram vobis in curia predicti domini vestri de Staunford, de loquela que fuit in eadem curia sine brevi nostro inter Petrum Bonavel et Egidium le Moyne, de eo quod idem Egidius reddat prefato Petro catalla ad valenciam quinquaginta quinque librarum duorum solidorum et decem denariorum, sine dilacione fieri faciatis. Teste me ipso apud Westmonasterium xiiij. die Februarii anno regni nostri xiiij^o.

Et predicti quatuor homines quesiti si advocant predictum recordum, dicunt quod sic. Postea predicti quatuor homines recesserunt in contemptu curie. Ideo preceptum est vicecomiti quod capiat eos, etc., et quod salvo, etc.; et quod habeat corpora eorum hic in Octabis Sancti Martini. Idem dies datus est predictis Egidio et Petro per attornatum suum in Banco, ut de die in diem.

Postea ad diem illum venerunt quatuor homines et dicunt quod ipsi semper usi sunt in predicta curia, quod quilibet mercator in nundinis et extra respondeat sine brevi, licet summa excedat quadraginta solidos. Ideo datus est eis dies de audiendo iudicio suo, a die Sancti Hillarii in xv. dies. Et predicti quatuor homines in misericordia quia recesserunt in contemptu curie a die Sancti Michaelis in xv. dies.

Ad iudicium.

Misericordia.

¹ It is of course possible that this word was meant for 'perfor[m]andum.'

merchandise with them, who plead from day to day, each one answers the other in markets and fairs, where they may be found with their merchandises, without the writ of the lord King, although the sum total of their suits may extend beyond the sum aforesaid. Wherefore it was adjudged that he [Giles] should make some other answer if it seemed to him expedient.

And the aforesaid Giles in full court, before the men of the same court and divers merchants specially summoned for this, on the occasion in question, was not able to deny either the chattels or the detention of the same, nor was he willing to make any other answer.

Therefore it was awarded that the aforesaid Peter should recover his chattels and his damages, which are taxed at 40 shillings; and the aforesaid Giles in mercy for the wrongful detention. And afterwards came the writ of the lord King to perfect the judgment, in this form.

Edward, etc., to the bailiffs of the abbot of S. Peter's burgh. We order you that, without delay, you do cause execution to be made of the judgment rendered before you in the court of your aforesaid lord of Stamford, respecting the plea which was in the same court, without our writ, between Peter Bonavel and Giles le Moyne to this purpose, that the same Giles do render to the aforesaid Peter chattels to the value of fifty-five pounds two shillings and ten pence. Witness myself at Westminster the 13th day of February in the 14th year of our reign.

And the aforesaid four men, asked if they avow the aforesaid record, say that so it is. Afterwards the aforesaid four men departed in contempt of the court. Therefore the sheriff is ordered to take them, etc., and that safely, etc., and that he have their bodies here in the Octaves of S. Martin. The same day is given to the aforesaid Giles and Peter by their attorney in Bench as from day to day.

Afterwards at that day came the four men and they say that it was always usual with them in the aforesaid court that every merchant in fairs and without shall answer without writ, although the sum exceed forty shillings. Therefore a day is given to them for hearing their judgment in 15 days of S. Hilary. And the aforesaid four men [are] in mercy because they departed in contempt of the court in 15 days of S. Michael's Day.

- (m. 1.) **19.** ¹PLACITA CORAM REGE APUD WESTMONASTERIUM IN OCTABIS SANCTE TRINITATIS, ANNO REGNI REGIS EDWARDI, FILII REGIS HENRICI, XVI^o. (1288.)

(m. 14d.) **Adhuc de Tribus Septimanis Pasche.**

Essex'. Willelmus Pollard, Ricardus le Draper et Radulfus Goldcorn attachiati fuerunt ad respondendum Waltero filio Willelmi Paykyn de Magna Donmawe de placito quare cum idem Walterus teneat mercatum Simonis filii Ricardi de Donemawe ad firmam, cum omnibus libertatibus et consuetudinibus ad mercatum illud spectantibus, per quod emende transgressionis assise panis et cervisie, ibidem non observate, ad ipsum Walterum pertinent durante firma sua predicta, ac Johannes Gylbecrake pistor per considerationem curie ipsius Simonis de mercato predicto pro hujus modi transgressionem pillorio adjudicatus nuper fuisset, et idem Walterus ipsum Johannem ob hoc ad pillorium illud duxisset, iidem Willelmus, Ricardus et Radulfus ipsum Johannem vi et armis rescusserunt, et ipsum Walterum ceperunt et imprisonaverunt, et alia enormia, etc., ad grave dampnum, etc., et in lesione libertatis mercati illius, et contra pacem, etc. Et unde queritur quod die Mercurii in prima ebdomoda Quadragesime, anno regni Regis nunc xvi^o, predictam transgressionem ei fecerunt; unde dicit quod deterioratus est et dampnum habet ad valenciam viginti librarum, et inde producit sectam, etc.

Et Willelmus et alii venerunt et defendunt totum et ponunt se super patriam, et Walterus, similiter. Ideo veniant juratores in Octabis Sancti Johannis Baptiste ubicumque, etc.

Postea a die Sancti Michaelis in tres septimanas venerunt juratores qui dicunt super sacramentum suum quod predictus Walterus Paykyn tenuit predictum mercatum ad firmam, et quod cepit quemdam panem predicti Johannis Gilbercrake et illum fecerit ponderare clam in camera sua, quem panem invenit minoris ponderis quam esse debuit. Propter quod, obviando illum in villa predicta, petiit ab eo plegios pro falso pane suo, ad veniendum ad curiam, etc., qui plegios invenire noluit; ob quod ipsum attachiavit hutesio; unde predicti Willelmus Pollard et alii venerunt ad hutesium illud, et utremque ceperunt et attachiaverunt veniendi ad comitatum responsuros hutesio predicto. Et dicunt quod ballivi postea invenerunt defectum in pane predicto.

Ideo consideratum est quod predicti Willelmus Pollard et alii committantur Gaole, et predictus Walterus recuperet dampna, que taxantur

Gaola.

¹ Coram Rege Roll 112.

19. PLEAS BEFORE THE KING AT WESTMINSTER IN THE OCTAVES OF THE HOLY TRINITY, IN THE 16TH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1288.)

Yet of the Three Weeks of Easter.

Essex.

William Pollard, Richard the Draper and Ralph Goldcorn were attached to answer to Walter son of William Paykyn of Great Dunmow on a plea wherefore, whereas the same Walter does hold the market of Simon son of Richard of Dunmow at farm with all liberties and customs belonging to that market, whereby the amends of the transgression of the assize of bread and ale, not observed there,¹ pertain to the said Walter during his farm aforesaid, and John Gylbecrake, baker, by award of the court of the same Simon of the market aforesaid had been sentenced to the pillory for a trespass of this sort, and the same Walter had led him, John, to that pillory accordingly, the same William, Richard and Ralph rescued him, John, by force and arms, and took him, Walter, and imprisoned him and [committed] other enormities, etc., to the grave loss, etc., and in violation of the liberty of that market, and against the peace, etc. And whereupon he complains that on Wednesday in the first week of Lent, in the 16th year of the reign of the now King, they committed the aforesaid trespass upon him, whereby he says that he is the worse and has loss to the value of twenty pounds, and thereof he brings suit, etc.

And William and the others come and defend the whole and put themselves upon the country, and Walter likewise. Therefore jurors are to come on the Octaves of S. John the Baptist, wheresoever, etc.

Afterwards, three weeks from S. Michael's Day, the jurors come, who say upon their oath that the aforesaid Walter Paykyn held the aforesaid market at farm, and that he took a certain loaf of the aforesaid John Gilbercrake and made to weigh it privily in his chamber, which loaf he found of less weight than it ought to have been. On account of which, meeting him [John] in the town aforesaid he sought from him pledges for his false loaf, to come to the court, etc.; and he would not find pledges; wherefore he attached him by a hue and cry; whereupon the aforesaid William Pollard and the rest came to that hue and cry, and took them both, and attached them to come to the county court to answer to the aforesaid hue and cry. And they say that the bailiffs afterwards found defect in the loaf aforesaid.

Therefore it is awarded that the aforesaid William Pollard and the others be committed to gaol, and the aforesaid Walter is to recover

Gaol.

¹ See Introduction, pp. xliii and xlix sq.

per justiciarios ad viginti solidos, etc. Postea predictus Willelmus Pollard fecit finem versus Dominum Regem per plegios ejusdem, quia sufficiens, etc.

(m. 1.) **20.** ¹PLACITA DE JURATIS ET ASSISIS CORAM SALOMONE DE ROFFA, WALTERO DE HOPTONE, MAGISTRO THOMA DE SUTHYNTONE ET RICARDO DE BOYLLAND', JUSTICIARIIS DOMINI REGIS ITINERANTIBUS APUD CYCESTRIAM IN COMITATU SUSSEXE, IN CRASTINO ASCENSIONIS DOMINI ANNO REGNI REGIS EDWARDI SEXTO DECIMO: ROFFA. (1288.)

(m. 20d.) Walterus de Leycestria de Cycestria mercator summonitus fuit ad respondendum Johanni le Especer de Loministre, mercatori, de placito quod reddat ei rationabilem compotum suum de tempore quo fuit receptor denariorum ipsorum Walteri et Johannis ex quacumque causa et contractu ad communem utilitatem ipsorum Walteri et Johannis provenientium, etc. Et unde queritur quod cum ipse tradisset predicto Waltero centum solidos et idem Walterus apposuisset quadraginta et quatuor solidos ad negociandum de eisdem denariis ad communem utilitatem ipsorum Johannis et Walteri, predictus Walterus de commodo ipsum inde contingente satisfacere et compotum inde reddere semper hucusque contradixit et adhuc contradicit; unde dicit quod deterioratus est et dampnum habet ad valentiam centum solidorum et inde producit sectam.

Et Walterus venit et bene cognovit quod ipse habuit predictos denarios ad negociandum ad communem utilitatem ipsorum Walteri et Johannis, set dicit quod ipse postea tradidit predicto Johanni centum solidos ad eundem in Hiberniam ad negociandum ibidem de eisdem, ad communem utilitatem; et dicit quod predictus Johannes totam illam pecuniam ibidem expendidit, et nullam utilitatem inde fecit; et postea rediit et ad invicem computaverunt coram Thoma de Bedfordia et Laurencio le Fraunceys, ex parte ipsius Walteri ad hoc electis, et Johanne Germain et Germano Styward ex parte predicti Johannis le Especer ad hoc electis. Et dicit quod per predictum compotum coram prefatis auditoribus compertum fuit quod predictus Johannes plus habuit per predictum contractum quam ad ipsum pertinuit habendum; et de hoc ponit se super patriam: et Johannes similiter. Ideo preceptum est vicecomiti quod venire faciat hic, etc., predictos Thomam, Laurentium, Johannem Germain ² et Germanum, auditores, etc.; et preter illos, xij., etc., per quos, etc. Et qui nec, etc., ad recognoscendum in forma predicta. Quia tam, etc.

¹ Assize Roll 929.

² Sic.

damages which are taxed by the justices at twenty shillings, etc. Afterwards the aforesaid William Pollard made fine to the lord King by pledges of the same, because sufficient, etc.

20. PLEAS OF JURIES AND ASSIZES BEFORE SALOMON OF ROCHESTER, WALTER DE HOPTON, MASTER THOMAS DE SUTHERINGTON AND RICHARD DE BOYLAND, JUSTICES ITINERANT OF THE LORD KING AT CHICHESTER IN THE COUNTY OF SUSSEX, ON THE MORROW OF THE ASCENSION OF OUR LORD IN THE SIXTEENTH YEAR OF THE REIGN OF KING EDWARD [SON OF KING HENRY]. (1288.)

Walter of Leicester, merchant of Chichester, was summoned to answer John the Spicer of Leominster, merchant, on a plea that he do render to him his reasonable account of the time in which he was receiver of the moneys of them, Walter and John, arising out of whatsoever cause and contract for the common usefulness of them, Walter and John. And whereupon he complains that when he himself had handed to the aforesaid Walter one hundred shillings, and the same Walter had put up forty-four shillings, to trade with the same money to the common usefulness of them, John and Walter; the aforesaid Walter to give satisfaction for the profit therefrom concerning himself and to render an account thereof has hitherto always refused and still refuses; whereupon he says that he is the worse and has loss to the value of a hundred shillings and thereof he brings suit.

And Walter came and well recognized that he himself had the aforesaid moneys to trade with to the common usefulness of them, Walter and John, but he says that he afterwards handed to the aforesaid John one hundred shillings, to go into Ireland, to trade there with the same to their common usefulness; and he says that the aforesaid John spent all that money there and made no useful employment of it; and afterwards he returned and they accounted with one another before Thomas of Bedford and Laurence the Frenchman, chosen on the side of Walter himself for this business, and John Germanyn and German Styward, chosen on the side of the aforesaid John the Spicer for this business. And he says that by the aforesaid account before the aforesaid auditors it was found that the aforesaid John had more by the aforesaid contract than pertained to him to have; and as to this he puts himself upon the country; and John likewise. Therefore the sheriff is ordered that he should make the aforesaid Thomas, Laurence, John Germanyn and German, the auditors, to come here; and besides them 12, etc., by whom, etc., and who neither, etc., to make recognition in the form aforesaid. Because both, etc.

Juratores dicunt super sacramentum suum quod predicti Walterus et Johannes alias de omnibus contractibus que inter eos erant concordati fuerunt; ita quod predictus Walterus debuit dare predicto Johanni dimidiam marcā, quam dimidiam marcā idem Johannes recepit de predicto Waltero.

Ideo consideratum est quod predictus Walterus inde sine die, et predictus Johannes in misericordia ¹ pro falso clamore, etc.

(m. 1.) **21.** ² PLACITA CORAM REGE APUD WESTMONASTERIUM IN OCTABIS SANCTI MICHAELIS, ANNO REGNI REGIS EDWARDI SEXTO-DECIMO FINIENTE. (1288.)

(m. 54d.)

Adhuc de Quindena Sancti Martini.

Hibernia.

Mandatum fuit Justiciario Hibernie, vel ejus locum gerenti, quod, cum per inspectionem recordi loquele habite in curia Regis coram ballivis suis Dublini inter Willelmum de Camville et Bryanum de regno Scocie de enormi transgressione eidem Willelmo per predictum Bryanum illata, ut dicitur, ut per litteras patentes sigillatas sigillo prepositure civitatis Dublini, quas idem Willelmus coram Rege protulerit, evidenter appareat quod, cum loquela illa in prefata curia inter eos querelata fuisset et responsa, et ad ultimum partes in inquisitionem se posuissent, predictus Bryanus nocte precedente captionem predictę inquisitionis, per defectum et negligenciam Ade Unred et Willelmi de Beverlaco tunc ballivorum civitatis nostre predictę; qui secundum legem mercator[um] minus sufficienter attachiaverunt predictum Bryanum, qui nichil habet in potestate nostra, extra portum nostrum civitatis predictę exivit, et ad partes proprias se transtulit; per quod predictus Willelmus de Camville justiciam de ipso Bryano nondum est assecutus nec assequi potest, in dampnum ipsius Willelmi centum librarum; quod se sustinuisse coram Rege optulit se per legem mercator[um] probaturus. Et quia predicto Willelmo mercatori Regis Bristollie in exhibicione justicie deesse Dominus Rex non vult sicut, nec debet, de bonis ipsorum Ade et Willelmi attachiare faceret centum libratas et per attachiamentum illud adjornaret predictos Adam et Willelmum de Beverlaco coram Rege vel ejus locum tenente in Octabis Sancti

¹ 'Misericordia' entered in the margin and struck through.

² Coram Rege Roll 114. For the relationship and significance of this and the two following records (C.R. 118 and 121) and other comments, see Introduction, p. xviii sq. To avoid, as far as possible, the inevitable repetitions in the pleadings, the successive process and pleadings have been extracted, as indicated by the asterisks in the text and in the corresponding footnotes.

The jurors say upon their oath that the aforesaid Walter and John came to an agreement at another time respecting all contracts which had been between them, to the effect that the aforesaid Walter agreed to give to the aforesaid John half a marc, which half marc the same John received from the aforesaid Walter.

Therefore it is awarded that the aforesaid Walter [do go] thereof without a day, and the aforesaid John in mercy for his false claim, etc.

21. PLEAS BEFORE THE KING AT WESTMINSTER IN THE OCTAVES OF S. MICHAEL, IN THE SIXTEENTH YEAR, ENDING, OF THE REIGN OF KING EDWARD [SON OF KING HENRY]. (1288.)

Yet of the Quindisme of S. Martin.

Ireland.

Commandment was sent to the Justiciar of Ireland, or to his lieutenant, that whereas by inspection of the record of a plea had in the King's court before his bailiffs of Dublin, between William de Camvill¹ and Brian of the Kingdom of Scotland, concerning an enormous trespass committed on the same William by the aforesaid Brian, as it is said, as by letters patent sealed with the seal of the provostry of the city of Dublin, which the same William has produced before the King, it evidently appears that when that plea had been pleaded between them in the aforesaid court, answered, and finally the parties had put themselves upon an inquisition, the aforesaid Brian, in the night preceding the taking of the aforesaid inquisition (through the default and negligence of Adam Unred² and William of Beverley, then bailiffs of our city aforesaid, who according to the law of merchants insufficiently attached the aforesaid Brian who has nothing in our jurisdiction), went forth from our port of the city aforesaid and transferred himself to his own parts; whereby the aforesaid William de Camvill has not yet attained justice of him, Brian, nor is he able to attain it, to the loss of him, William, one hundred pounds, and that he has sustained this [loss] he has put himself before the King to prove by the law of merchants; and because the King does not wish nor ought to be wanting in exhibiting justice to the aforesaid William, the King's merchant of Bristol, he [the Justiciar] was to have one hundred pounds attached and by that attachment was to adjourn the aforesaid Adam and William of Beverley before the King in the Octaves of

¹ The name is variously spelt in the records, and the spelling is stabilized thus in the Calendar of Irish Documents.

² The name is given thus in the Irish official Calendar, and on the kind advice of Mr. Herbert Wood this form has been followed here, though the English clerks wrote the name as Vured.

Martini proximo preteritis ubicumque tunc esset in Anglia : quem diem Dominus Rex prefixit predicto Willelmo de Camville ad recipiendum in curia Regis predicta in hac parte justicie complementum. . . .¹ Et etiam quod idem Justiciarius de bonis ipsorum Ade Unred et Willelmi de Beverlaco, secundum quod in predicto brevi plenius contineretur, centum libras attachiare faceret. Et scire faceret nichilominus eisdem Ade et Willelmo quod essent hic ad hunc diem audituri et recepturi quod pretextu predicti mandati Dominus Rex duxerit faciendum. Et ipsi non venerunt. Et predictus Justiciarius sub sigillo suo mandavit returnum majoris et ballivorum civitatis Dublini in quo continetur quod predicti major et ballivi attachiarunt de bonis Ade Unred ad valenciam triginta librarum infra libertatem predictam, quia cetera bona sua fuerunt in forinseco et non in libertate. Et etiam quod attachiarunt de bonis Willelmi de Beverlaco, ballivi predictae civitatis, ad valenciam tresdecim solidorum et quatuor denariorum, ubi attachiasse potuerunt de bonis et catallis predicti Ade Unred ad valenciam ducentarum librarum, et de terris et catallis predicti Willelmi de Beverlaco ad valenciam quadraginta librarum, prout coram locum Domini Regis tenente fuit testatum.² Nec Dominus Rex vult eidem Willelmo de Camville injuriari in hac parte ; et eciam quia idem Willelmus fecit Regem securum per sufficientem manucaptionem reddendi predictas quadraginta et sex marcas cum illas habuerit cui per considerationem Curie Domini Regis reddi debeant, videlicet,³ Thomam de Oxon' minorem, Ricardum le Marescal, Galfridum de Bristollia, Alanum de Sancto Albano, Johannem de Lynne, Simonem de Canturburi' ; ideo liberentur eidem Willelmo de Camville' predictae quadraginta et sex marce ; ita quod eas habeat coram Rege a die Pasche in xv. dies, ubicumque, etc., ad reddendum cui de jure reddi debeant. Et nichilominus attachiare faciant predictos Adam et Willelmum de Beverlaco per omnia bona, terras et tenementa, ad valenciam centum librarum, extrinseca, intrinseca et infra libertatem et extra. Et per illud attachiamentum adjornentur ad prefatum terminum, ad respondendum predicto Willelmo de Camville' de transgressione predicta et facturi et recepturi coram Rege justicie complementum, etc. Et predictus Willelmus de Camville ponit loco suo Johannem de Illeye et Ricardum Gavel de Bristollia. Et sciendum

¹ Some matter is omitted here as being recited more fully in Roll 118 (p. 48). Cf. the Calendar of Documents, Ireland, 1285-1292, p. 479.

² See Calendar of Documents, Ireland, *ibid.* p. 460.

³ The names of these sureties (which are not given in the other records) are entered here in another hand on an erasure in the roll.

S. Martin wheresoever he might then be in England, etc., which day the lord King has appointed for William de Camvill to receive before the King the fulfilment of justice in this matter. . . .¹ And also [has commanded] that the same Justiciar should cause to be attached one hundred pounds of the goods of them, Adam Unred and William of Beverley, according as it was contained more fully in the aforesaid writ. And moreover he was to make the same Adam and William know that they should be here at this day to hear and to receive what the lord King shall think good to be done by pretext of that writ. And they came not. And the aforesaid Justiciar forwarded under his seal a return of the mayor and bailiffs of the city of Dublin, in which it is contained that the aforesaid mayor and bailiffs have attached of the goods of Adam Unred to the value of thirty pounds within the liberty aforesaid because the rest of his goods were foreign and not in the liberty. And also that they have attached of the goods of William of Beverley, bailiff aforesaid of the aforesaid city, to the value of thirteen shillings and four pence; where they might have attached of the goods and chattels of the aforesaid Adam Unred to the value of two hundred pounds and of the lands and chattels of the aforesaid William of Beverley to the value of forty pounds, as was testified before the lord King's lieutenant. Nor does the lord King wish the same William de Camvill to be injured in this matter; and also because the same William has made the King secure by sufficient surety, namely Thomas of Oxford the younger, Richard the Marshal, Geoffrey of Bristol, Alan of St. Albans, John of Lynne, Simon of Canterbury, for rendering the aforesaid forty-six marcs, when he shall have them, to whom by award of the court of the lord King they should be rendered. Therefore the aforesaid forty-six marcs are to be delivered to the same William de Camvill; so that he has them before the King in 15 days of Easter, wheresoever, etc., to render them to whom of right they should be rendered. And moreover they are to cause the aforesaid Adam and William to be attached by all their goods, lands and tenements to the value of a hundred pounds, extrinsec and intrinsec and within the liberty and without. And by that attachment let them be adjourned to the aforesaid term to answer the aforesaid William de Camvill for the trespass aforesaid and to do and receive before the King the fulfilment of justice, etc. And the aforesaid William de Camvill puts in his place John of Illeye and Richard Gavel of Bristol.

¹ See note 1 opposite.

quod idem Willelmus de Caumville liberavit in Banco Thome de Oxon' minori, uni predictorum plegiorum, literam quamdam patentem, sigillo prepositure civitatis Dublini signatam, predictum negotium tangentem, etc.

(m. 1.) ¹ PLACITA CORAM LOCUM DOMINI REGIS TENENTIBUS A DIE PASCHE ANNO REGNI REGIS EDWARDI XVII. (1289.)

(m. 4d.) Adhuc de Quindena Pasche, Tercia Septimana et Mense.

Hibernia. Dominus Rex mandavit Justiciario suo Hibernie quod, quia quibusdam certis de causis certiorari voluit super recordo et processu loquele que fuit in curia Regis coram majore et ballivis Regis civitatis Dublini, sine brevi Regis, inter Wilelmum de Canville, mercatorem Bristollie, et Willelmum de Beverlaco et Adam Unred, nuper ballivos Regis ejusdem civitatis, de quadam navi et bonis et mercandisis Bryani de Dunbreacan mercatoris Scocie in eadem navi persistentibus, per predictos Willelmum de Beverlaco et Adam Unred apud Dublinum minus rite attachiatis pro bonis et mercandisis predicti Willelmi de Canville ad valenciam quater viginti librarum per predictum Bryanum apud Loghfyn in Scocia depredatis, ut dicitur, in propria persona sua accederet ad curiam Regis civitatis predictæ, et si judicium ejusdem loquele redditum esset, tunc in plena curia illa recordari faceret loquelam illam; et recordum illud et processum cum omnibus ea tangentibus Regi, sub sigillo suo mitteret. Qui quidem Justiciarius misit recordum, quod residet in ligula de termino Sancti Michaelis anno regni Regis nunc quindecimo, incipiente sexto-decimo.

Postea ² mandavit Dominus Rex prefato Justiciario. . . .

Et predictus Adam Unred per Reginaldum de Assheburne et Ricardum de Rothewelle attornatos suos per breve Domini Regis sub sigillo suo Hibernie venit: et predictus Willelmus de Beverlaco non venit. Ideo procedatur versus eum per distictionem et attachiamentum ut prius. Et dictum est predicto Willelmo de Caunville quod narret ³ versus predictum Adam. Et Willelmus de Caunville, ut prius, queritur quod ubi applicuisset in portu de Loghfyn in Scocia cum navi sua et aliis rebus et mercandisis suis in vigilia Apostolorum Simonis et

¹ Coram Rege Roll 118.

² For this writ, see Calendar of Documents, Ireland, 1285-1292, p. 460.

³ 'narrat' in roll.

And be it known that the same William de Camvill has delivered in the Bench to Thomas of Oxford the minor, one of the aforesaid pledges, a certain letter patent signed with the seal of the provostry of the city of Dublin touching this business, etc.

PLEAS BEFORE THE LIEUTENANTS OF THE LORD KING FROM
EASTER DAY IN THE 17TH YEAR OF THE REIGN OF KING EDWARD.
(1289.)

Yet of the Quindisme, Third Week and Month of Easter.

Ireland.

The lord King sent command to his Justiciar of Ireland that, because for certain causes he wished to be certified upon the record and process of the plea which was in the King's court before the King's mayor and bailiffs of the city of Dublin, without the King's writ, between William de Camvill, merchant of Bristol, and William of Beverley and Adam Unred, of late the King's bailiffs of the same city, concerning a certain ship and goods and merchandises of Brian of Dunbreacan, merchant of Scotland, persisting in the same ship, improperly attached at Dublin by the aforesaid William of Beverley and Adam Unred in respect of goods and merchandises of the aforesaid William de Camvill, to the value of eighty pounds, despoiled by the aforesaid Bryan at Loghfyn in Scotland, as it is said, he [the Justiciar] should go in his proper person to the King's court of the city aforesaid, and if judgment of the same plea has been rendered, then in that full court he should make that plea to be recorded and that he should send record and process with all things touching them to the King under his seal. And the Justiciar did send the record which lies in the file of the term of S. Michael in the fifteenth and beginning of the sixteenth year of the reign of the now King.¹

Afterwards the lord King sent command to the aforesaid justiciar. . . .¹

And the aforesaid Adam Unred, by Reginald of Ashburn and Richard of Rothwell, his attorneys by the writ of the lord King under his seal of Ireland, comes; and the aforesaid William of Beverley does not come. Therefore process is to be levied upon him by distraint and attachment as before. And it is said to the aforesaid William de Camvill that he is to make his count against the aforesaid Adam. And William de Camvill as before complains that where he had landed in the port of Loghfyn in Scotland with his ship and his other things and merchandises on the eve of the Apostles Simon and Jude, in the

¹ See footnote 2 opposite.

Jude, anno regni Regis nunc secundo, venit quidam Bryanus de Dunbreacan cum aliis ignotis et predictam navem attachiavit et bona et catalla sua in eadem navi existencia ad valenciam viginti et octo librarum cepit et asportavit et ea injuste detinet, ad dampnum ipsius Willelmi de Caunville centum librarum. Postea idem Willelmus de Caunville adivit de portu in portum et de patria in patriam ad querendum predictum Bryanum. Tandem contigit quod ipsum invenit in civitate Dublini cum nave sua et aliis bonis et mercandisis suis in eadem existentibus ad valenciam quater viginti librarum, in vigilia Sancti Johannis Baptiste anno regni Regis nunc undecimo ; et questus fuit predicto Ade Unred et similiter Willelmo de Beverlaco tunc ballivis civitatis predictae de predicto Bryano de transgressione predicta eidem Willelmo de Caunville per predictum Bryanum illata. Qui quidem Bryanus attachiatus fuit per navem et bona sua de veniendo, eidem Willelmo inde responsurus. Et cum querimonia illa inter predictos Willelmum de Caunville et predictum Bryanum in prefata curia Dublini, querelata fuisset et responsa, et ad ultimum in inquisitionem se possuissent, predictus Bryanus nocte precedente captionem inquisitionis predictae per defectum et negligentiam predicti Ade Unred et similiter predicti Willelmi de Beverlaco, ballivorum civitatis predictae, qui secundum legem mercatoriam ipsum Bryanum minus sufficienter attachiavit pro suo dando¹ abire permisit, et navem suam cum bonis et mercandisis prius attachiatis deliberavit ; unde dicit quod deterioratus est et damnum habet ad valenciam centum librarum ; et hoc paratus est probare secundum legem mercatoriam, vel alio modo sicut curia consideraverit.

Et predictus Ada Unred per predictos Reginaldum et Ricardum attornatos suos venit et nichil dicit. Et predictus Willelmus de Caunville petit judicium de predicto Ada Unred tamquam pro indefenso. Et quia predictus Justiciarius modo mandat per returnum predicti brevis nostri quod de bonis et catallis predicti Ade Unred et Willelmi de Beverlaco ad valenciam quadraginta librarum tresdecim solidorum et quatuor denariorum capta fuerunt et arrestata, mandatum est eidem Justiciario quod venire faciat coram Rege a die Sancti Michaelis in xv. dies, ubicumque [etc.] predictos denarios ad reddendum cui de jure reddi debeant : et nichilominus distringat predictos Adam et Willelmum de Beverlaco, tam per bona sua infra predictam libertatem quam extra, ad valenciam residui predictarum centum librarum, quod sint coram Rege ad prefatum terminum, facturi et recepturi quod justum fuerit in hac parte.

¹ ' dando ' for ' donando,' cf. below, p. 52.

second year of the reign of the now King, there came a certain Bryan of Dunbreccan with others unknown and attached the aforesaid ship and took and carried away his goods and chattels being in the same ship to the value of twenty-eight pounds and unjustly detains them, to the loss of him, William de Camvill, one hundred pounds. Afterwards the same William de Camvill went from port to port and from country to country to seek the aforesaid Bryan. At last he chanced to find him in the city of Dublin with his ship and his other goods and merchandises, being in the same ship to the value of eighty pounds, on the eve of S. John the Baptist in the eleventh year of the now King; and he complained to the aforesaid Adam Unred and likewise to William of Beverley, then bailiffs of the city aforesaid, of the aforesaid Bryan, concerning the trespass aforesaid committed against the same William de Camvill by the aforesaid Bryan. And this Bryan indeed was attached by his ship and his goods to come to answer to the same William thereof. And when that complaint in the aforesaid court of Dublin had been related and answered, and at last they had put themselves on an inquisition, the aforesaid Bryan, on the night preceding the taking of the aforesaid inquisition, by the defect and negligence of the aforesaid Adam Unred and likewise of the aforesaid William of Beverley, bailiffs of the city aforesaid, who according to the law merchant attached him, Bryan insufficiently, in expectation of his present, permitted him to depart and delivered his ship with the goods and merchandises previously attached; whereupon he says that he is the worse and has loss to the value of one hundred pounds; and this he is ready to prove according to the law merchant, or by other means as the court shall award.

And the aforesaid Adam Unred, by the aforesaid Reginald and Richard his attorneys, comes and says nothing. And the aforesaid William de Camvill demands judgment of the aforesaid Adam Unred as of one without defence. And because the aforesaid Justiciar now reports by return of our aforesaid writ that of the goods and chattels of the aforesaid Adam Unred and William of Beverley there were taken and arrested to the value of forty pounds thirteen shillings and four pence, commandment is sent to the same Justiciar that he do cause those moneys to come before the King 15 days before S. Michael's Day, wheresoever [etc.] to render them to whom they ought lawfully to be rendered: and nevertheless he is to distrain the aforesaid Adam and William of Beverley, as well by their goods within the liberty as without, that they are to be before the King at the aforesaid term to do and receive what shall be just in that respect.

(m. 1.) ¹ PLACITA CORAM DOMINO REGE DE TERMINO SANCTI MICHAELIS
ANNO REGNI REGIS EDWARDI SEPTIMO DECIMO, INCIPIENTE
OCTO-DECIMO. (1289.)

(m. 13d.) **Adhuc de Quindena Sancti Michaelis anno supradicto et de Tercia
Septimana.**

Hibernia. Dominus Rex mandavit breve suum in hec verba. Edwardus Dei gratia, etc., dilecto et fideli suo Radulpho de Hengham et sociis suis justiciariis suis, salutem. Ex parte majoris et civium nostrorum Dublini nobis nuper extitit ostensum, quod cum per progenitores nostros Reges Anglie fuerit concessum eisdem quod cum de placitis in predicta civitate placitatis conqueri voluerit altera pars placitancium de errore aliquo seu gravamine eidem facto, idem error seu gravamen coram justiciario nostro capitali vel consilio seu justiciariis nostris de Banco ibidem corrigi deberet et emendari; et id ibidem fieri consuevit. Willelmus de Caunville, asserens errorem fieri in quodam placito moto inter ipsum ex parte una et Willelmum de Beverlaco et Adam Unred cives nostros Dublini ex parte altera in civitate predicta, dictum placitum coram nobis in Angliam fecerit evocari indebite et contra libertates et concessionem progenitorum nostrorum predictas, in ipsorum civium detrimentum non modicum et jacturam. Nos volentes dictorum civium nostrorum indempnitati prospicere, ut tenemur, vobis mandamus quod si ita est, de placito supradicto ulterius vos non intromittatis donec plenius vobis constiterit quod ministri nostri Hibernie eisdem partibus vel earum alicui defecerint in justitia exhibenda, sed recordum et processum loquele predictae transmittatis justiciario nostro Hibernie et ejus locum tenenti, ut partibus predictis fieri faciat in premissis debitum et festinum justicie complementum, prout de jure et secundum legem et consuetudinem parcium illarum fuerit faciendum.

Et quia placitum istius loquele intratur in rotulis Regis de termino Pasche proximo preterito, propter quod ² non intratur hic.

¹ Coram Rege Roll 121.

² Sic for 'hoc.' The reference is to Roll 118 above.

PLEAS BEFORE THE LORD KING OF THE TERM OF S. MICHAEL
IN THE SEVENTEENTH AND BEGINNING OF THE EIGHTEENTH
YEAR OF THE REIGN OF KING EDWARD. (1289.)

**Yet of the Quindisme of S. Michael in the year aforesaid and the Third
Week.**

Ireland. The lord King dispatched his writ in these words. Edward by the grace of God to his beloved and faithful Ralph of Hengham and his fellows, his justices, greeting. On behalf of our mayor and citizens of Dublin it has lately been shown to us, that whereas it was granted by our progenitors, Kings of England, that when in the case of pleas pleaded in the aforesaid city one of the parties pleading shall wish to complain of any error or hardship done to it, the same error or hardship ought to be corrected and emended before our chief justice or council or our Justices of Bench ; and this procedure has been customary there. William de Camvill, asserting that error has been made in a certain plea moved between himself of the one part and William of Beverley and Adam Unred, our citizens of Dublin, of the other part in the city aforesaid, did cause the said plea to be called out into England before us unduly ¹ and against the aforesaid liberties and grants of our progenitors, to the no slight detriment and loss of the citizens themselves. We, wishing to see to the indemnity of our said citizens, as we are bound, command you that, if it be so, you do not intervene further in regard to the plea aforesaid until it shall be more fully evident to you that our ministers of Ireland have failed in showing justice to the same parties or to any one of them, but you are to transmit the record and process of the plea to our Justiciar of Ireland and his lieutenant, that you may cause to be made to the parties aforesaid due and speedy fulfilment of justice, as of right and according to law and custom of those parts should be done.

And because the pleading of this plea is entered in the King's rolls for the term of Easter last past, for this reason it is not entered here.

¹ For appeals from Irish to English courts, see Introduction (pp. xviii, xix), where mention is made of the sequel to this case in the course of the trial of the Justices for offences during the period 1289-92.

- (m. 1.) **22.** ¹ PLACITA APUD WESTMONASTERIUM CORAM [JOHANNE DE METINGHAM] ET SOCIIS SUIS JUSTICIARIIS, [ETC.] DE BANCO, DE TERMINO S. MICHAELIS, ANNO REGNI REGIS EDWARDI NONO DECIMO. (1291.)

(m. 218d.) **Adhuc de Crastino Sancti Martini. Metingham.**

North-
ampton'.

Robertus de Burgo, Radulphus de Spaldewik, Ricardus de Sancto Neoto et Pentecustus de Kershalton summoniti fuerunt ad respondendum Johanni filio Gervasii de Northamptona de placito quare ceperunt catalla ipsius Johannis et ea injuste detinuerunt, contra vadia, etc.

Et unde idem Johannes queritur quod predicti Robertus et alii die Sancti Andree Apostoli, anno regni Domini Regis nunc decimo octavo, in villa de Northamptona, in domo cujusdam Johannis Gerneys, ceperunt quendam cyphum argenteum precii duodecim solidorum. Et die Sancti Andree Apostoli anno predicti Regis nunc decimo nono ceperunt quendam [pannum²] de Rays precii quadraginta solidorum in domo ejusdem Johannis Gerneys. Et catalla predicta retinuerunt contra vadia et plegios, quousque deliberata fuerunt per preceptum Domini Regis. Unde dicit quod deterioratus est et dampnum habet ad valenciam centum solidorum. Et inde producit sectam, etc.

Et Robertus et alii per attornatum suum veniunt, et defendunt vim et injuriam quando, etc. Et dicunt quod ipsi Robertus et Radulphus fuerunt ballivi Domini Regis tempore nundinarum in predicta villa de Northamptona primo anno, scilicet anno regni Domini Regis nunc decimo octavo. Et predicti Ricardus et Pentecustos fuerunt ballivi Regis in eadem villa tempore nundinarum, secundo anno, scilicet anno domini Regis predicti decimo nono. Et dicunt quod Dominus Rex percipit, et hucusque percipere consuevit singulis annis tempore nundinarum, medietatem locagii omnium domorum infra situm predictarum nundinarum fundatarum, ab omnibus quicunque eas locaverant. Et dicunt quod domus in qua Johannes queritur predictum ciphum fore captum primo anno locata fuit tempore nundinarum ad quatuor marcas et dimidiam, pro quarum medietate ipsi Robertus et Radulphus tunc ballivi distrinxerunt predictum Johannem per ciphum predictum. Et pro medietate locagii ejusdem domus tempore nundinarum anno decimo nono, que tunc locata fuit ad duas marcas sex solidos et octo denarios, distrinxerunt ipsi Ricardus et Pentecustus, tunc ballivi, etc., predictum Johannem per predictum pannum. Unde bene advocant captionem predictorum catallorum ratione supradicta secundum consuetudinem ville Northantone. Et

¹ De Banco Roll 91.

² 'Pannum' is omitted.

22. PLEAS AT WESTMINSTER BEFORE JOHN DE METINGHAM AND HIS FELLOWS, JUSTICES [ETC.] OF THE BENCH, OF THE TERM OF S. MICHAEL IN THE NINETEENTH YEAR OF THE REIGN OF KING EDWARD. (1291.)

Yet of the Morrow of S. Martin. Metingham.

Robert of Peterborough, Ralph of Spaldwick, Richard of S. Neots and Pentecost of Carshalton were summoned to reply to John son of Gervase of Northampton on a plea of wherefor they took the chattels of him, John, and them unjustly detained against gages, etc.

And whereupon the same John complains that the aforesaid Robert and others on the Day of S. Andrew the Apostle in the eighteenth year of the reign of the now lord King, in the town of Northampton, in the house of a certain John Gerneys, took a certain silver cup, of the value of twelve shillings : and on the Day of S. Andrew the Apostle, in the nineteenth year of the aforesaid now King, they took a certain [cloth] of ray, of the value of forty shillings, in the house of the same John Gerneys.¹ And the chattels aforesaid they retained contrary to gages and pledges until they were delivered by precept of the lord King. Whereby he says that he is the worse and has loss to the value of one hundred shillings. And thereof he brings suit, etc.

And Robert and the others come by their attorney and defend force and injury when, etc. And they say that they, Robert and Ralph, were the bailiffs of the lord King in the time of the fair in the aforesaid town of Northampton, in the first year, namely in the eighteenth year of the now lord King. And the aforesaid Richard and Pentecost were the King's bailiffs in the same town in the time of the fair in the second year, namely the nineteenth year of the lord King aforesaid. And they say that the lord King receives, and hitherto has been accustomed to receive every year in time of the fair, half the rent of all houses founded within the site of the aforesaid fair, from all whoever had let them for hire. And they say that the house in which John complains that the aforesaid cup was taken was let, in the first year, in the time of the fair at four marcs and a half, for the half of which they, Robert and Ralph, then bailiffs, distrained the aforesaid John by the cup aforesaid, and for the half of the letting of the same house in time of the fair in the nineteenth year, which [house] was then let at two marcs six shillings and eight pence, they, Richard and Pentecost, then bailiffs, etc., distrained the aforesaid John by the aforesaid cloth. Whereupon they do well avow the taking of the aforesaid chattels for the reason aforesaid according to the custom of the town of Northampton. And this

¹ The coincidence of names might almost suggest the familiar confusion of Gernys and Gerveys.

hoc parati sunt verificare, etc., si curia sine domino Rege eos ad hoc admittere voluerit, etc.

Et Johannes per attornatum suum dicit quod predicti Robertus et alii non possunt advocare captionem predictorum catallorum ratione predicta, quia dicit quod dominus Rex non est in seisina percipiendi medietatem locagii aliquarum domorum in predicta villa in nundinis predictis, nisi domus ille locate fuerint mercatoribus transmarinis et alienigenis. Et dicit quod ipse est mercator ville Norhantone et non alienigena, per quod ipsi tamquam ballivi, etc., ratione locagii predictae domus ipsum Johannem distringere non potuerunt nec debuerunt.

Ad
Judicium.

Et de hoc ponunt se super patriam, etc.

(m. 1.) **23.** ¹ PLACITA CORAM BARONIBUS DE SCACCARIO DE TERMINO PASCHE ANNO REGNI REGIS EDWARDI DECIMO NONO, SCILICET DE IN CRASTINO CLAUSI PASCHE ANNO DECIMO NONO. (1291.)

(m. 7.) **Adhuc de placitis de termino Pasche, de Tribus Septimanis et Mense.**

(m. 7d.)
Linc'.

Willelmus Inge qui sequitur pro Rege queritur de Johanne de Britannia comite Rychemund' quod ubi in omnibus temporibus retro-actis solebant per mercatores Anglie eligi certi homines et fidedigni et ad hoc jurati ex parte Regis quod fideliter et sine fraude ulnearent telam de canabo in nundinis S. Botulphi et in aliis nundinis infra regnum ubi ipsi venirent, et quod post hujusmodi eleccionem presentarentur clericis magne garderobe Regis et coram eisdem hujusmodi sacramentum facerent, idem Johannes, per quemdam Rogerum Sordoil, in ultimis nundinis S. Botulphi proximo preteritis ulneatores juratos, qui fuerunt in eisdem nundinis ex parte Regis ad ulneandum telam de canabo, etc., impedivit et non permisit eos officium suum facere juxta quod per sacramentum suum ex parte Regis erat eis injunctum, etc., set hujusmodi libertatem sibi usurpando et appropriando alios ulneatores de novo constituit, pro suo donando, ad dampnum Regis, etc., et exheredacionem Regis, etc., manifestam.

Et predictus Johannes per quemdam Arsculphum de Clesby attornatum suum venit, etc. Et dicit quod libertatem suam honoris Britannie invenit seisitam quod, tam de mercatoribus transmarinis quam cismarinis, eligerentur certi et legales homines per eosdem

¹ Exchequer Plea Roll 16. The heading of the roll contains some carelessly repeated words omitted here.

they are prepared to aver, etc., if the court without the lord King will admit them to [do] this, etc.

And John, by his attorney, says that the aforesaid Robert and the others are not able to avow the taking of the aforesaid chattels for the reason aforesaid ; because he says that the lord King is not seised of the right of taking the half of the letting of any houses in the aforesaid town in the fair aforesaid, unless those houses were let by merchants from over sea and aliens by birth. And he says that he himself is a merchant of the town of Northampton and not an alien born, wherefore they as bailiffs, etc., by reason of the letting of the aforesaid house, could not and should not distrain him John.

And of this they put themselves upon the country, etc.

23. PLEAS BEFORE THE BARONS OF THE EXCHEQUER OF THE TERM OF EASTER IN THE NINETEENTH YEAR OF THE REIGN OF KING EDWARD, NAMELY ON THE MORROW OF THE CLOSE OF EASTER. (1291.)

Yet of the Pleas of the Term of Easter, of the Three Weeks and Month.

William Inge, who sues for the King, complains of John of Brittany, earl of Richmond, that whereas in all times past there used to be elected by the merchants of England sure men and trustworthy, and sworn to this on the King's part that faithfully and without fraud they would ulnage cloth of canvas in the fair of S. Botulph and in other fairs within the Kingdom, where they should come, and that after such manner of election they should be presented to the clerks of the King's Great Wardrobe and in their presence should make oath to that effect—the same John, by means of a certain Roger Sordoil, in the last fair of S. Botulph last past impeded the sworn ulnagers who were in the same fair on the King's part to ulnage cloth of canvas, etc., and did not permit them to carry on their office according to what had been enjoined to them by their oath on the King's part, etc., but by usurping and appropriating to himself the franchise in question he has appointed other ulnagers anew, in view of their gifts,¹ to the King's loss, etc., and the King's manifest disinherittance.

And the aforesaid John, by a certain Arsculph of Cleasby, his attorney, comes, etc. And he says that he found his liberty of the honour of Brittany seised so that, as well from merchants beyond the sea as on this side of it, sure and lawful men should be elected by the

¹ Cf. above, p. 49.

mercatores ad ulneandum hujusmodi telas de canabo.¹ Verumtamen dicit quod tam emptores quam venditores hujusmodi canabi libere permittit per manus suas proprias ulneare, et quod nullos ulneatores ex parte regis sic electos impedivit seu ab officio suo depellebat seu depelli fecit, nec aliquos de novo loco eorum constituit.

Et predictus Willelmus Inge petit judicium pro Rege, ex quo predictus Johannes renunciat suo juri, quod prius clamabat habere, in eo quod permittit mercatores eligere suos ulneatores, et eciam emptores et venditores ulneare canabum, etc., secundum quod voluerint, etc.: et modo non dedit quin ulneatores ex parte Regis debeant eligi in forma supradicta, etc.

Et predictus Johannes dicit quod nullo modo scienter vellet appropriare sibi vel aliquo modo impedire id quod ad regem debeat pertinere, et ponit ista in voluntatem regis et ordinacionem thesaurarii secundum quod ad opus Domini Regis viderit esse oportunum. Et quia predictus Johannes per predictum attornatum suum superius dicebat quod libertatem suam honoris Britannie invenit seisitam quod tam de mercatoribus transmarinis quam cismarinis deberent eligi certi homines ad ulneandum, etc., et modo non dedit nec clamat nec aliquo modo calumpniat quin Dominus Rex habeat suos ulneatores electos, et clericis suis de magna garderoba presentatos per mercatores, etc., et coram eisdem clericis juratos, etc., consideratum est quod Dominus Rex habeat seisinam suam de hujusmodi ulneatoribus, etc. Et predictus Johannes in misericordia pro injusta occupacione, etc.²

Misericordia.

(m. 1.) **24.** ³ROTULUS PLACITORUM CORAM BARONIBUS DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI [FILII REGIS HENRICI] XIX^o FINIENTE. (1291.)

(m. 48.) **Adhuc de termino Sancti Michaelis.**

London. Per breve de magno sigillo, quod est in forulo marescalli, Thesaurario et Baronibus directum in hec verba: Edwardus Dei gratia, etc. Thesaurario et Baronibus suis de Scaccario, salutem. Monstravit nobis Gettus Honesti, mercator Luke, quod cum Pelegrinus filius Gerardini de Chartres serviens suus extiterit et receptor

¹ For this procedure see Introduction, p. xliii.

² In the same roll (m. 16d) is another suit against the Earl for setting up a wool beam to the detriment of the King's beam (tron), as to which see Introduction, pp. li and liv.

³ Exchequer Plea Roll 17, m. 48.

same merchants to ulnage such cloths of canvas. Nevertheless, he says that he permits as well buyers as sellers of this sort of canvas to measure the ulnage with their own hands ; and that he impeded no ulnagers so elected on the King's part nor expelled them nor caused them to be expelled from their office ; nor has he appointed any anew in their place.

And the aforesaid William Inge asks judgment for the King for that the aforesaid John renounces his right, which previously he claimed to have, in that he permits the merchants to elect their own ulnagers, and also [permits] buyers and sellers to ulnage canvas, etc., according as they will, etc., : and now he does not gainsay that ulnagers ought to be elected on the King's part in the form aforesaid, etc.

And the aforesaid John says that in no way would he knowingly appropriate to himself or in any way impede that which ought to pertain to the King, and he refers these things to the King's will and to the ordinance of the Treasurer according to what shall seem to be of advantage for the use of the lord King. And because the aforesaid John by his aforesaid attorney said, above, that he found his liberty of the honour of Brittany seised so that as well from merchants beyond the sea as on this side of it sure men should be elected to ulnage, etc. : and now he does not gainsay nor claim nor in any way challenge that the lord King shall have his ulnagers elected and presented to his clerks of the Great Wardrobe by the merchants, etc., and sworn before the same clerks, etc., it is awarded that the lord King have his seisin of ulnagers of this sort, etc. And the aforesaid John in mercy for his wrongful occupation, etc.

Mercy.

24. ¹ ROLL OF PLEAS BEFORE THE BARONS OF THE TERM OF S. MICHAEL IN THE 19TH YEAR, ENDING, OF THE REIGN OF KING EDWARD [SON OF KING HENRY]. (1291.)

Yet of the Term of S. Michael.

London.

By writ of the Great Seal, which is in the marshal's forule, directed to the Treasurer and Barons in these words : Edward by the grace of God, etc. To his Treasurer and Barons of the Exchequer, greeting. Gettus Honesti, merchant of Lucca, has shown to us that where Pelegrin son of Gerardin of Chartres has been his servant and receiver of the

¹ For some remarks on the circumstances and significance of this case see Introduction, p. xxxiv. The action is brought in the Exchequer of Pleas by the writ *Monstravit*.

denariorum ipsius Getti, omnium rerum et bonorum suorum infra regnum nostrum curam habens et administracionem, idem Pelegrinus, compoto suo de premissis non soluto, subterfugia querens, ubique discurrit et vagatur, magnam summam pecunie quam de bonis et mercandisis predicti Getti prius ad opus ejusdem Getti prius receperat sibi retinendo, in ipsius Getti dampnum non modicum et gravamen. Volentes igitur eidem Getto, quatenus cum justitia poterimus in hac parte, subvenire, vobis mandamus quod ad sectam predicti Getti venire faciatis coram vobis in Scaccario predicto predictum Pelegrinum ad reddendum eidem Getto compotum suum predictum, secundum consuetudinem Scaccarii predicti et prout idem Gettus rationabiliter et secundum legem mercatoriam docere poterit quod ei reddere debeat. Teste, etc.

Pretextu cujus mandati predicti Barones venire fecerunt coram eis ad Scaccarium predictum predictum Pelegrinum die Jovis proxima ante festum Purificacionis Beate Marie. Ad quem diem venerunt coram, etc., tam predictus Gettus quam predictus Pelegrinus, etc. Et predictus Gettus petit quod predictus Pelegrinus reddat ei compotum de tempore quo fuit serviens suus et receptor denariorum et curam habens et administracionem bonorum et catallorum suorum, ad valenciam quinquaginta mille marcarum, videlicet a festo Nativitatis Domini anno regni Regis nunc septimo, usque ad idem festum Nativitatis Domini anno regni Regis nunc decimo nono, de quo tempore nondum compotum reddidit, etc.

Et predictus Pelegrinus venit et dicit quod predictus Gettus injuste exigit ab eo hujusmodi compotum, quia dicit quod nunquam serviens ejus fuit nec ejus receptor nec eciam aliquam administracionem bonorum et catallorum predicti Getti habuit, prout ei imponitur, et hoc paratus est verificare qualitercumque, etc. Et predictus Gettus similiter. Ideo preceptum est vicecomiti Londonie quod venire faciat hic die Mercurii proxima post Octabas Purificacionis Beate Marie duodecim legales mercatores de majoribus societatibus mercatorum in predicta civitate existencium, per quos, etc., et qui nec, etc., ad certificandum, etc. Quia tam, etc.

Ad quem diem venerunt, etc., juratores inquisitionis predicte per Jacobum Betollii, Gerardum de Oliva, Vannum Galeise, Lapum Bonichi, Rogerum de Pistoire, Johannem Uulpes, Blanke de Scales, Karochium Huberti, Jakettum Dunuchii, Jacobum Brabazun, Benaventurum

moneys of him, Gettus, having the care and administration of all his things and goods within our Kingdom, the same Pelegrin, his account of the above not liquidated, seeking subterfuges, runs about and wanders everywhere, retaining for himself a great sum of money which he had before received for the use of the same Gettus from the goods and merchandises of the same Gettus, to the no small loss and grievance of him, Gettus.¹ Wishing, therefore, to assist the same Gettus in this matter as far as we are able with justice, we command you that at the suit of the aforesaid Gettus you do cause the aforesaid Pelegrin to come before you in the Exchequer aforesaid to render his account aforesaid to the same Gettus, according to the custom of the Exchequer aforesaid,² and as the same Gettus shall be able reasonably and according to the law merchant to expound what he [Pelegrin] ought to render to him. Witness, etc.

By pretext of which mandate the aforesaid Barons made the aforesaid Pelegrin to come before them at the Exchequer aforesaid on Thursday next before the Feast of the Purification of the Blessed Mary. At which day as well the aforesaid Gettus as the aforesaid Pelegrin came before, etc. And the aforesaid Gettus craves that the aforesaid Pelegrin do render to him an account for the time when he was his servant and receiver of moneys, and having the care and administration of his goods and chattels to the value of fifty thousand marcs, namely from the Feast of the Nativity of our Lord in the seventh year of the reign of the now King to the same Feast of the Nativity of Our Lord in the nineteenth year of the reign of the now King, for which time he has not yet rendered an account, etc.

And the aforesaid Pelegrin comes and says that the aforesaid Gettus unjustly exacts from him an account of this kind, because he says that he never was his servant, nor his receiver, and also he had not any administration of the goods and chattels of the aforesaid Gettus, as is imputed to him, and this he is prepared to aver in any manner, etc. And the aforesaid Gettus likewise. Therefore precept is given to the sheriff of London that he do make to come here on Wednesday next after the Octaves of the Purification of the Blessed Mary twelve lawful merchants of the greater societies of merchants existing in the aforesaid city, by whom, etc., and who neither, etc., to certify, etc. Because as well, etc.

At which day came, etc., jurors of the inquisition aforesaid by James [son of] Betollius, Gerard de Oliva, Vannus Galeise, Lopus Bonich, Roger of Pistoria, John Wulpes, Blanke de Scales, Carochius [son of Hubert], Jakettus son of Dunuchius, James Brabazun,

¹ For this writ see below, App.I. ² Cf. *Dialogus de Scaccario* (Oxford Press), pp. 52, 53.

Hugelini et Hugelinum de Vike, in quos partes consenserunt. Qui dicunt super sacramentum suum quod predictus Pelegrinus fuit receptor denariorum predicti Getti et liberator et administrator propriorum bonorum ipsius Getti. Ita quod compotum inde prefato Getto tenetur reddere, set de quanto, vel a quo tempore ignorant. Ideo consideratum est quod predictus Pelegrinus reddat prefato Getto rationabilem compotum, etc., secundum quod predictus Gettus ipsum legaliter onerabit. Et super hoc predictus Pelegrinus invenit manucaptos ad reddendum compotum predictum, videlicet Hugonem de Vienne, Hubertum Dogy, Johannem de Montibus, Pinum Bernardini, Galterum de Florence et Dyvum Bare. Et dati sunt auditores ad predictum compotum audiendum, videlicet, Iterus de Engolismo, Magister Robertus de Tadecastre, Baruncinus de Luk' et Jacobus Betollii. Et super hoc predictus Pelegrinus invenit hos manucaptos, videlicet, Hugonem de Vienne, Johannem de Montibus, Galterum de Florenc[ia] et Pinum le Lumbard, qui ipsum manuceperunt habere coram, etc., de die in diem ad predictum compotum reddendum.

Postea predicti auditores venerunt coram Thesaurario et Baronibus, in presencia predictarum parcium, et dixerunt quod ad audicionem predicti compoti rite procedere non possunt; quia dicunt quod ubi prefatus Gettus protulit coram eisdem auditoribus libros et papiros ad onerandum predictum Pelegrinum de diversis receptis pecunie in eisdem libris et papiris contentis, prefatus Pelegrinus continue super hoc objiciendo dixit quod illa pecunia non fuit propria pecunia ipsius Getti tanquam domini rei, cujus proprietas sibi soli pertinebat. Immo fuit de communi sorte sociorum ejusdem societatis, de qua idem Gettus et Pelegrinus socii fuerunt, propter quod non tenebatur sibi soli compotum inde reddere, etc.

Et predictus Gettus dixit quod illa pecunia fuit sua et ad ipsum solummodo pertinebat, sine participacione alicujus socii, de qua petit versus predictum Pelegrinum, tanquam servientem suum et inde receptorem, compotum sibi reddi, etc. Et quia Thesaurarius et Barones veritatem inde scire non poterant absque ulteriori et pleniori certificacione eorundem juratorum, nec etiam veritas super hoc discuti poterat per legem communem, set tantum per legem mercatoriam et consuetudinem Scaccarii, mandatum est vicecomitibus Londonie quod venire faciant coram, etc., die Lune proxima post diem Cinerum juratores supradictos ad certificandum eosdem Barones melius in premissis.

Ad quem diem predicti juratores venerunt et requisiti sunt per Barones, etc., utrum illa pecunia de qua predictus Gettus exigit

Bonaventure son of Hugelin and Hugelin de Vike, on whom the parties agreed. Who say upon their oath that the aforesaid Pelegrin was the receiver of the moneys of the aforesaid Gettus and cashier and administrator of the proper goods of him, Gettus. So that he is bound to render an account thereof to the aforesaid Gettus ; but of how much, or from what time, they know not. Therefore it is awarded that the aforesaid Pelegrin do render to the aforesaid Gettus a reasonable account, etc., according to what the aforesaid Gettus shall lawfully have charged him with. And hereupon the aforesaid Pelegrin finds sureties to render the account aforesaid, namely Hugh of Vienne, Hubert Dogy, John de Montibus, Pinus Bernardini, Walter of Florence and Dyvus Bare. And auditors are given to hear the aforesaid account, namely Iterus de Angoulême, Master Robert of Tadcaster, Barouncinus of Lucca and James Betollii. And hereupon the aforesaid Pelegrin found these sureties, namely Hugh of Vienne, John de Montibus, Walter of Florence and Pinus the Lombard, who were sureties to have him before, etc., from day to day, to render the aforesaid account.

Afterwards the aforesaid auditors came before the Treasurer and Barons, in the presence of the aforesaid parties, and said that they are not able to proceed rightly for the hearing of the aforesaid account, because they say that when the aforesaid Gettus produced before the same auditors books and papers to charge the aforesaid Pelegrin with divers receipts of money contained in the same books and papers, the aforesaid Pelegrin, continuously objecting hereupon, said that that money was not the proper money of Gettus himself, as lord of the thing, the property in which pertained to him alone. Nay, it was from the common stock of the fellows of the same society of which Gettus and Pelegrin were fellows, on account of which he was not bound to render an account thereof to him [Gettus] alone, etc.

And the aforesaid Gettus said that that money was his and belonged only to himself alone, without the participation of any fellow ; in respect of which he demands against the aforesaid Pelegrin, as his servant and receiver thereof, an account to be rendered to him, etc. And because the Treasurer and Barons could not know the truth hereof without the further and fuller information of the same jurors, nor even could the truth hereof be investigated by the common law, but only by the law merchant and the custom of the Exchequer, the sheriffs of London are commanded that they make to come before, etc., on Monday next after Ember Day the jurors aforesaid to certify the same Barons better in the premises.

At which day the aforesaid jurors came and they were asked by the Barons, etc., whether that money respecting which the aforesaid

compotum versus predictum Pelegrinum per libros et papiros quos ibidem protulit fuit propria pecunia predicti Getti et ad ipsum solum tanquam verum dominum ipsius pecunie pertinens ad faciendum et ordinandum inde voluntatem suam tanquam de re propria, et quod predictus Pelegrinus tanquam serviens predicti Getti et receptor predictae pecunie teneatur inde compotum reddere prefato Getto ; vel si eadem pecunia fuit de communi sorte et participacione sociorum alicujus societatis de qua idem Gettus et Pelegrinus socii fuerunt. Et si alicujus societatis, qualiter et quomodo vocatur illa societas. Qui dicunt super sacramentum suum quod illa pecunia de qua predictus Gettus exigit compotum versus predictum Pelegrinum per libros et papiros predictos fuit propria pecunia ipsius Getti ad ordinandum et faciendum inde voluntatem suam, tanquam de re propria ; et quod predictus Pelegrinus tanquam serviens predicti Getti et receptor, inde tenetur reddere compotum eidem Getto sine adjunctione, vendicacione, seu participacione alterius socii alicujus societatis ; quia dicunt quod nesciunt quod dictus Gettus habuit aliquem socium.

Postea, cum predictus Gettus oneraret predictum Pelegrinum de mmdccc. marcis de arreragio compoti sui prius reddit, anno gracie MCCLXXIX, idem Pelegrinus respondit quod non debet inde onerari eo quod dicit quod ipse, ad mandatum prefati Getti, reddidit compotum de predictis arreragiis et de octo annis sequentibus cuidam Nicholao servienti ipsius Getti, et quod idem Gettus compotum predictum predicto Nicholao redditum acceptavit, sicut potest liquere per libros manu predicti Getti scriptos, quos protulit coram Baronibus. Et quia idioma in eisdem libris scriptum ignotum fuit Baronibus, et etiam quia leges et consuetudines inter mercatores usitate sunt similiter Baronibus incognite, iidem Barones volentes super hiis plenius certiorari, venire fecerunt coram eis dictos mercatores juratos, associatis sibi Baruncino Galteri et Ricardo de Luk', injungentes eis, super sacramentum suum, quod diligenter inspicerent et examinarent libros predicti Pelegrini per quos dicit se compotum reddidisse prefato Getto et quod inde invenirent, scire facerent Baronibus antedictis.

Dicti igitur mercatores, traditis sibi libris predicti Getti quos proponere voluit pro demanda sua declaranda, necnon et libris predicti Pelegrini quos similiter proponere voluit ad defensionem suam, ipsos libros diligenter inspexerunt et cum omni deliberacione examinaverunt. Quibus inspectis et examinatis concorditer, excepto solo Baruncino,

Gettus exacts an account against the aforesaid Pelegrin by books and papers which he produced there was the proper money of the aforesaid Gettus and pertaining to him alone, as the true lord of the money itself, to do and ordain his will thereof as of his own thing¹; and that the aforesaid Pelegrin as the servant of the aforesaid Gettus and receiver of the aforesaid money is bound to render an account thereof to the aforesaid Gettus; or if the same money was part of the common stock and sharing of the fellows of any society of which Gettus and Pelegrin were fellows. And if of any society, by what style and by what means is that society named. Who say, upon their oath, that that money in respect of which the aforesaid Gettus exacts an account against the aforesaid Pelegrin by the books and papers aforesaid, was the proper money of him, Gettus, to ordain and do his will thereof as of his own thing¹; and that the aforesaid Pelegrin as the servant of the aforesaid Gettus and his receiver is bound to render an account thereof to the same Gettus without the assistance, claim or participation of another fellow of any society; because they say that they do not know that the said Gettus had any partner.

Afterwards, when the aforesaid Gettus would have charged the aforesaid Pelegrin with 2800 marcs of the arrears of his account formerly rendered in the year of Grace 1279, the same Pelegrin replied that he ought not to be charged therewith, forasmuch as he says that he himself at the command of the aforesaid Gettus rendered an account of the aforesaid arrears and of the eight years following to a certain Nicholas, servant of him, Gettus, and that the same Gettus accepted the aforesaid account rendered to the aforesaid Nicholas, as it can be shown from the books written by the hand of the aforesaid Gettus, which he produced before the Barons. And because the idiom written in the same books was unknown to the Barons, and also because the laws and customs used between merchants are similarly unknown to the Barons, the same Barons, wishing to be more fully informed upon these matters, made the said sworn merchants come before them with Barouncin [son of] Walter and Richard of Lucca as their associates, enjoining them upon their oath that they would diligently inspect and examine the books of the aforesaid Pelegrin, by which he says that he had rendered an account to the before-mentioned Gettus and that they should make the aforesaid Barons to know what they should find on this matter.

The said merchants, therefore, the books of the aforesaid Gettus which he wished to propound in declaring his demand and also the books of the aforesaid Pelegrin which similarly he wished to propound in his defence having been handed to them, diligently inspected those books and examined them with all deliberation. And after these had been inspected and examined they said unanimously

¹ This may be a reference to an argument of Lombard attorneys as to the respective positions of the *dominus negotiorum rei gestae* and the *negotiorum gestor*.

qui fuit contrarie opinionis, et qui in simili dampnacione est, ut dicitur, dixerunt quod predictus Pelegrinus tenetur compotum reddere prefato Getto de hiis de quibus compotum exigit ab eo per libros predictos, tanquam de bonis suis propriis. Et quod quamquam prefatus Pelegrinus compotum aliquem reddiderit prefato Nicholao de mandato ipsius Getti, sicut libri predicti Pelegrini in aliquibus testantur, tamen secundum consuetudinem inter ipsos mercatores usitatum bene licet dicto Getto, tanquam domino predicti Pelegrini, compotum predictum exigere, reaudire et reexaminare quociens voluerit. Et quia compertum est per predictos mercatores quod predictus Pelegrinus fuit serviens predicti Getti, et quod de omnibus bonis de quibus exigit ab eo compotum per libros et papiros predictos tenetur ei reddere compotum, tanquam de bonis suis propriis, dictum est ei quod reddat prefato Getto compotum quem ab eo exigit. Et quia illum reddere noluit, consideratum est quod eat ad prisonam.

Postea per breve de magno sigillo quod irrotulatur in rotulis Memorandorum et quod est in forulo Marescalli, predictus Pelegrinus manucaptus est essendi coram Domino Rege a die Sancte Trinitatis in quindecim dies, per Hugonem de Vienne, Petrum Mallore militem, Willelmum Giffard, Baruncinum Galteri, Simonem Godard, Galterum de Monte Claro, et Jacobum Pia Fama, qui ipsum manuceperunt habendi ipsum coram Domino Rege ubicumque, etc., ad diem supradictum ad audiendum et faciendum quod consonum fuerit rationi in premissis.

¹ Postea a die Sancti Johannis Baptiste in tres septimanas, anno regni Regis nunc vicesimo, directum fuit breve Regis Thesaurario et Baronibus suis de Scaccario in hec verba :

Edwardus Dei gratia, etc., Thesaurario et Baronibus suis de Scaccario salutem. Cum nuper ad querimoniam Pelegrini de Luke, mercatoris, vobis mandaverimus quod recordum et processum cujusdam placiti, quod fuit coram vobis per breve de magno sigillo nostro inter Gettum Honesti et predictum Pelegrinum de quodam compoto. quem dictus Gettus ab eodem Pelegrino exigebat, venire faceretis coram nobis in quindena Sancte Trinitatis proxima preterita et quod, idem Pelegrinus in prisona nostra de Flete tunc existens, per bonam manucaptionem interim deliberari faceretis, et partibus diem prefigeretis quod essent coram nobis ad eundem diem, ubicumque tunc essemus, ad recipiendum quod justicia suaderet in hac parte ; auditis jam recordo et processu predictis et per nos et consilium nostrum ² inspectis, videtur nobis

¹ It will be noticed that the proceedings which follow are taken in pursuance of a writ of privy seal desiring the Barons to reconsider the finding of the assessors appointed by them.

² 'nostrum' is repeated in the roll.

(with the sole exception of Barouncin, who was of a contrary opinion, and who is in like damnation, as it is said) that the aforesaid Pelegrin is bound to render an account to the before-mentioned Gettus for those matters of which he [Gettus] exacts an account from him by the books aforesaid, as of his proper goods. And that although the before-mentioned Pelegrin may have rendered some account to the before-mentioned Nicholas by command of Gettus himself (as the books of the aforesaid Pelegrin in some respects testify), yet according to the custom used between merchants themselves, the said Gettus as lord of the aforesaid Pelegrin is well able to exact, to re-audit and to re-examine the account aforesaid as often as he shall wish. And because it is found by the aforesaid merchants that the aforesaid Pelegrin was the servant of the aforesaid Gettus, and that he is bound to render to him an account as for his proper goods, it is said to him that he must render to the before-mentioned Gettus the account which he (Gettus) exacts from him. And because he would not render it, it is awarded that he go to prison.

Afterwards, by writ of the Great Seal which is inrolled in the Memoranda Rolls and which is in the forule of the Marshal, the aforesaid Pelegrin is mainprised, to be before the lord King in fifteen days from the day of the Holy Trinity, by Hugh of Vienne, Peter Mallore, knight, William Giffard, Barouncin [son of] Walter, Simon Godard, Walter of Claremont and James Pia Fama, who mainprised him, to have him before the lord King wheresoever, etc., at the day aforesaid to hear and do what shall be consonant with reason in the premises.

Afterwards, in three weeks from the Day of S. John the Baptist, in the twentieth year of the reign of the now King, the King's writ was directed to his Treasurer and Barons of the Exchequer in these words :

Edward by the grace of God, etc., to his Treasurer and Barons of the Exchequer, greeting. Whereas lately at the complaint of Pelegrin of Lucca, merchant, we commanded you that you should cause the record and process of a certain plea, which was before you by writ of our Great Seal between Gettus Honesti and the aforesaid Pelegrin concerning a certain account which the said Gettus was exacting from the same Pelegrin, to come before us in the Quindisme of the Holy Trinity last past, and that the said Pelegrin then being in our prison of the Fleet, you should in the meantime liberate [him] by good mainprise, and should prefix a day to the parties that they should be before us at the same day, wheresoever we might then be, to receive what justice may counsel in that case ; after the record and process aforesaid had been heard and inspected by us and our counsel, it appears to us that

quod quidam defectus iminent in eisdem, quodque idem negocium minus rite examinastis in quibusdam. Et ideo vobis mandamus quod vocatis ad vos Justiciariis nostris juxta vos existentibus et aliis quos videritis evocandis, recordum et processum hujusmodi in pleno Scaccario diligenter examinari faciatis et corrigi; ac etiam partibus hinc inde fieri justicie complementum; ita quod ad nos super hiis querimonia non veniat iterata. Et quia dictus Pelegrinus quasdam rationes coram nobis ad diem illum ostendebat quas, sicut dicit, in eodem Scaccario ei recusastis hactenus allocare, vobis iterato mandamus quod rationibus illis auditis et plenius intellectis, eidem debite allocetis easdem prout videritis fore faciendum. Scientes nos partibus dedisse diem quod sint coram vobis ad idem Scaccarium a die Sancti Johannis Baptiste proxima preterita in tres Septimanas, ad faciendum et recipiendum quod per vos inde consideratum fuerit et decretum. Ad quod faciendum ipsum Pelegrinum manuceperunt Hugo de Vienne, clericus Henrici de Chartres, Frisotus de Monte Claro et Walterus Thedaldi mercatores; que quidem manucaptio donec idem Pelegrinus coram vobis ibidem comparuerit perseveret ut nunc, securitatem capiat quam sufficientem videritis ab eodem. Data sub privato sigillo nostro apud Berewyk' super Twedam, ultimo die Julii, anno regni nostri vicesimo.

Ad quem diem tam predictus Gettus quam predictus Pelegrinus venerunt. Et iidem Gettus et Pelegrinus ex mutuo consensu, per licenciam Thesaurarii et Baronum et Justiciariorum de Banco, elegerunt sibi Henricum de Chartres, Gerardum de Sabolino et Brache Geraud' auditores ad predictum compotum inter eos audiendum et terminandum citra mensem Sancti Michaelis proximo futuri. Ita tamen quod si aliqui articuli¹ eundem compotum tangentes, a qua parte fuerint, coram eisdem auditoribus propositi seu pronunciati, ad plenum discuti seu terminari non poterint, tunc iidem articuli per predictos auditores referantur et pronuncientur coram predictis Thesaurario et Baronibus et Justiciariis de Banco ad predictum diem; et quod partes predictae habeant rationes suas super hiis ibidem dicere, prout sibi viderint expedire. Preterea dicti Gettus et Pelegrinus mutua voluntate promiserunt et firmiter consenserunt quod si duo de predictis auditoribus de rebus et articulis quibuscumque predictum compotum tangentibus unanima consideratione ad invicem concordaverint, illorum duorum consideratio in omnibus et per omnia tanquam pro rato et firmo judicio habeatur et teneatur, non obstante aliqua objectione seu reclamacione tercii de eisdem auditoribus. Et nisi partes predictae citra diem predictum adinvicem concordaverint, vel quod compotus

¹ See Appendix, pp. 148-149.

certain defects of law emerge in the same and that you have examined the same matter with insufficient care in certain respects. And so we command you that, calling to you our Justices who sit near you and others whom you may think it meet to summon, you do cause the record and process of the same case to be diligently examined in the full Exchequer and corrected ; and also that a full measure of justice herein be given to the parties, so that a repetition of the complaint on these matters may not come to us. And because the said Pelegrin showed certain reasonings¹ before us at that day which, as he says, you have as yet refused to allow in the same Exchequer, we again command you that after hearing and more fully understanding those reasonings, you do duly allow the same to him as may seem fit to be done ; knowing that we have given a day to the parties that they are to be before you at the same Exchequer in three weeks from the day of S. John the Baptist last past to do and receive what by you shall be awarded and decreed in the matter. And to perform this Hugh of Vienne, clerk of Henry of Chartres, Frisot of Claremont and Walter [son of] Theobald, merchants, have bailed Pelegrin himself ; and [that] this bail may continue as now until the same Pelegrin has appeared there before you, take security from the same [Pelegrin] which may seem to you sufficient. Given under our Privy Seal, at Berwick on Tweed, the last day of July in the twentieth year of our reign.

At which day as well the aforesaid Gettus as the aforesaid Pelegrin came. And the same Gettus and Pelegrin by mutual consent, by license of the Treasurer and Barons and Justices of the Bench, elected for themselves Henry of Chartres, Gerard de Sabolino and Brache Geraud as auditors to hear and determine between themselves that account within a month of Michaelmas next to come. So that, however, if any articles touching the same account propounded or pronounced before the same auditors, from whichever side they might come, could not be fully discussed or terminated, then the same articles are to be referred and pronounced before the aforesaid Treasurer and Barons and Justices of the Bench at the aforesaid day, and that there the parties aforesaid may have [leave] to give their reasonings hereupon as to them shall seem expedient. Moreover the said Gettus and Pelegrin by mutual wish have promised and firmly consented that if two of the aforesaid auditors shall unanimously agree on an award respecting matters and articles whatsoever touching the aforesaid account, the award of those two is to be had and held in all things and through all things as a settled and firm judgment, notwithstanding any objection or protest of the third of the same auditors. And unless the parties shall agree together within the day aforesaid, or that the

¹ For 'rationes' see Holdsworth, *op. cit.*, ix. 131 sq.

predictus coram auditoribus predictis per consideracionem auditorum, seu duorum de eisdem, terminari non poterit, tunc partes predictae sint coram Thesaurario et Baronibus ad diem predictum rationes suas hinc inde exposituri et statu quo fuerunt antequam consenserant in electionem predictorum auditorum. Et Baruncinus Galteri, Burgeis Fulebert, Johannes le Graunt, Jacobus Presame, Pinus Bernardin', Fache Galgane, dominus David de Offintone, miles, et Guido Bonaventura et Egidius de Audonardo manuceperunt predictum Pelegrinum ad premissa facienda in forma predicta.

Ad quem diem venerunt coram Baronibus partes predictae, et ad instanciam predictarum parcium continuatur dies usque diem Lune in Vigilia Sancti Martini in eodem statu quo nunc. Et Baruncinus Gilberti le Mateliver, Willelmus Painel, Jacobus Pia Fama, Hugolinus Secche et Pinus Bernardini manuceperunt predictum Pelegrinum in forma qua prius, etc. Ad quem diem venerunt coram Baronibus predicti auditores. Et quia predicti auditores non audiverunt predictum compotum, datus est dies partibus que presentes fuerunt, et similiter predictis auditoribus, quod sint hic, etc., die Lune proxima post festum Sancti Martini, in eodem statu quo nunc. Et Burgeis Fulebert, Johannes le Graunt, Hugelinus [Secche], Jacobus Pia Fama, Johannes Lamberti, Pinus Bernardin et Galterus de Monte Claro manuceperunt predictum Pelegrinum in forma qua prius, etc.

¹ Ad quem diem partes predictae venerunt, et similiter de predictis auditoribus venerunt Henricus de Chartres et Gerardinus Sabolini. Et iidem auditores dicunt quod quedam rationes difficiles et implicite coram eis hinc inde proponuntur que propter difficultatem earum remanent indecise et indiscusse, ita quod claro et sufficienti processu ad finem vere consideracionis accedere non possunt; propter quod, petita licentia Baronum et Justiciariorum et habita, predicti Gettus et Pelegrinus unanimi assensu et voluntate consenserunt quod prefatis duobus auditoribus adjungantur tres mercatores leg[ales] et fiant eorum arbitri, et quod unus eligatur per predictum Gettum et alius per predictum Pelegrinum et tercius ex utriusque assensu eorundem Getti et Pelegrini. Et super hoc predictus Gettus elegit Burnettum Angelini; et predictus Pelegrinus elegit Dardanum Concilii; et tercius electus est ex mutuo assensu eorundem Getti et Pelegrini, videlicet Jacobus Janiani, quorum dicto de omnimodis catallis et lucro, receptis, liberationibus, oneracionibus, exonerationibus, et omnibus aliis rebus, articulis et contractibus quibuscumque, tam forinsecis quam deinsecis, tam partibus transmarinis quam cismarinis

¹ It would seem, from what follows, that in view of the King's attitude the Barons and Auditors resort to arbitration.

account aforesaid before the auditors aforesaid cannot be terminated by award of the auditors or of two of them, then the parties aforesaid are to be before the Treasurer and Barons at the day aforesaid to set forth their reckonings on both sides and in the state in which they were before they had agreed on the election of the aforesaid auditors. And Barouncin [son of] Walter, Burgeis Fulbert, John the Great, James Presame, Pinus [son of] Bernardin, Fache Galgane, Sir David de Offintune, knight, and Guy Bonaventura and Giles de Audouardo mainprised the aforesaid Pelegrin to carry out the premises in the form aforesaid.

At which day the parties aforesaid came before the Barons, and at the instance of the aforesaid parties, the day is to be continued until Monday in the Eve of S. Martin in the same state as now. And Barouncin [son of] Gilbert le Mateliver, William Painel, James Pia Fama, Hugolin Secche and Pinus [son of] Bernardin mainprised the aforesaid Pelegrin in the [same] form as before, etc. At which day came before the Barons the aforesaid auditors. And because the aforesaid auditors have not heard the aforesaid account, a day is given to the parties who were present, and likewise to the aforesaid auditors, that they be here, etc., on Monday next after the Feast of S. Martin in the same state as now, and Burgeis Fulbert, John the Great, Hugelin [Secche], James Pia Fama, John [son of] Lambert, Pinus [son of] Bernardin and Walter of Claremont mainprised the aforesaid Pelegrin in the [same] form as before, etc.

At which day the parties aforesaid came, and likewise of the aforesaid auditors came Henry of Chartres and Gerardin [son of] Sabolin. And the same auditors say that certain difficult and complicated reasonings are propounded before them in this case which, on account of their difficulty, remain undecided and undiscussed, so that they are not able to arrive at the conclusion of a true award by a clear and sufficient process; on which account, having craved license of the Barons and Justices and having had it, the aforesaid Gettus and Pelegrin consented, by a unanimous assent and wish, that three lawful merchants shall be joined to the aforesaid two auditors and that they shall be constituted arbitrators, and that one is to be elected by the aforesaid Gettus and another by the aforesaid Pelegrin and a third by the respective assent of the same Gettus and Pelegrin. And hereupon the aforesaid Gettus elected Burnet [son of] Angelin; and the aforesaid Pelegrin elected Dardan of the Council, and a third was elected by the mutual assent of the same Gettus and Pelegrin, namely James [son of] Janian, by whose verdict they pledged themselves in good faith in what way soever decisions and decrees should be made by the same arbitrators concerning all manner of chattels and gain, receipts, disbursements, charges, discharges, and all other matters, articles and contracts whatsoever, as well foreign as domestic, had and derived as well from parts beyond the sea as those on this

habitis et deductis, predictum compotum qualitercumque tangentibus de toto tempore antedicto quo predictus Gettus exigit eundem compotum de predicto Pelegrino, bona fide compromiserunt qualitercumque per eosdem arbitros decissum vel decretum fuerit, et etiam finali voto alte et basse standi, omnino se submiserunt. Ita quod preterquam audiverint partes super quibuscumque predictum compotum tangentibus, hoc quod fecerint et audierint coram prefatis Baronibus et Justiciariis referant, per quos inde ad iudicium postea procedatur; videlicet, quod omnes de eisdem, vel quatuor sive tres in premissis concordaverint, qualitercumque ceteri duo residui objecerint seu contra dictum eorum trium reclamaverint, illorum trium dictum in omnibus et per omnia pro firmo iudicio teneatur: quassatis rationibus quibuscumque predictorum duorum residuorum de eisdem arbitris contra hoc veniencium. Et quod illud dictum habeant coram Baronibus in propriis personis eorundem arbitratorum in crastino Sancti Andree ut tunc procedatur ad iudicium, secundum quod per dictum eorum fuerit discernendum. Et si omnes seu quatuor sive tres de eisdem arbitris adinvicem [conclusionem] dare non poterint in premissis, tunc sint coram prefatis Baronibus ad eundem diem ad monstrandum in quibus est defectus sive difficultas, quare ad hujusmodi dictum conformandum non poterunt concordare. Et partes predictae tunc sint coram prefatis Baronibus ad predictum diem eo statu quo fuerunt ante [electi]onem predictam, nisi predicti arbitri adinvicem concordaverint in forma predicta.

Et predicti arbitri coram prefatis Baronibus sacramentum presterunt quod bene et fideliter ad auditionem predicti compoti procederent, etc. Et dictus Pelegrinus manucaptus est interim per Burgeis Fullebert, Johannem le Graunt, Hugolinum Secche, Jacobum Pia Fama, Johannem Lamberti, Pinum Bernardini, Walterum de Monte Claro, de die in diem usque ad diem supradictum. Et dictum est per Barones predictis Getto et Pelegrino quod vadant coram arbitris suis rationes suas, secundum quod decet, exposituri, etc.

(m. 48a.) Ad quem diem partes predicti venerunt, et arbitri similiter venerunt. Et iidem arbitri, requisiti si predictum compotum peraudiverunt; qui dicunt quod non, propter brevitatem temporis quam habuerunt. Ideo datus est eis dies, die Lune proxima post festum Sancti Nicholai. Et quod interim procedent ad auditionem predicti compoti. Et similiter partes predictae, que presentes fuerunt, habent eandem diem. Et ad hoc consentiunt. Et predictus Pelegrinus interim manucaptus est per predictos Burgeis Fulebert et alios supradictos de die in diem quousque predictus compotus peraudiatur et iudicium super hoc pronuncietur.

side, touching the aforesaid account in any way soever for the whole time before mentioned for which the aforesaid Gettus exacts the same account from the aforesaid Pelegrin, and also they submitted themselves entirely to the final vote of high and low standing. So that after they have heard the parties on matters whatsoever touching the aforesaid account, they are to refer what they have done and heard to the presence of the before-mentioned Barons and Justices, who shall afterwards proceed to judgment thereon; namely, what all [the arbitrators] or four or three shall agree upon as to the same matters premised, however the other two outstanding may object or protest against their verdict, the verdict of those three is to be upheld in all things and through all things as a firm judgment; the reasonings whatsoever of the aforesaid two of the residue of the same arbitrators who come against this being quashed. And that they are to have that verdict before the Barons in the proper persons of the same arbitrators on the Morrow of S. Andrew that then [the Court] may proceed to judgment according to what it may discern through their verdict. And if all or four or three of the same arbitrators between themselves shall not be able to give a conclusion in the premises, then they are to be before the before-mentioned Barons at the same day to show wherein there is default or difficulty wherefore they were not able to agree in framing a verdict to this effect. And the parties aforesaid are then to be before the before-mentioned Barons at the aforesaid day in that state in which they were before the election aforesaid, unless the aforesaid arbitrators shall have agreed between themselves in the form aforesaid.

And the aforesaid arbitrators proffered their oath in the presence of the before-mentioned Barons that they would proceed well and faithfully to the hearing of the aforesaid account. And the said Pelegrin was mainprised meanwhile by Burgeis Fulbert, John the Great, Hugolin Secche, James Pia Fama, John[son of] Lambert, Pinus[son of] Bernardin, Walter of Claremont from day to day until the day abovesaid. And it is said by the Barons to the aforesaid Gettus and Pelegrin that they are to go and set forth their reasonings as is fitting before their arbitrators, etc.

At which day the parties aforesaid came, and the arbitrators likewise came. And the same arbitrators, asked if they have audited the aforesaid account in full, say that they have not, on account of the briefness of the time which they had [for it]. Therefore a day is given to them, Monday next after the Feast of S. Nicholas. And that in the meantime they do proceed to the auditing of the aforesaid account. And likewise the parties aforesaid, who were present, have the same day. And they consent to this. And the aforesaid Pelegrin meanwhile is mainprised by the aforesaid Burgeis Fulbert and the others abovesaid from day to day until the aforesaid account can be audited and judgment pronounced hereupon.

Ad quem diem partes predictæ venerunt, et similiter predicti arbitri venerunt et protulerunt quamdam cedula in qua continetur dictum eorum in quo predicti arbitri pro maiore parte consenserunt et se adinvicem conformarunt, etiam concordarunt. Et quia predicti Barones sunt in levando et Scaccarium claudendo, et etiam Justiciarii de Banco, qui eisdem Baronibus associantur ad premissa audienda et terminanda, jam levarunt de Banco tanquam pro fine termini, predicta cedula in quodam pixide consignata liberatur Johanni de Kirkeby rememoratori predicti Scaccarii custodienda. Et datus est dies partibus predictis in quindena Sancti Hillarii ad audiendum dictum predictorum arbitratorum. Et predicti arbitri habent eundem diem. Et interim predictus Pelegrinus manucaptus est per predictum Burgeis Faillebert et alios, etc., quod erit ad diem predictum ad audiendum idem dictum predictorum arbitratorum.

Ad quem diem partes predictæ venerunt et similiter predicti arbitri venerunt. Et predicti Gettus et Pelegrinus per Barones et Justiciarios de Banco ibidem presentes requisiti separatim et alternis vicibus si predicti arbitri cum bona diligentia admerserunt rationes et responsiones suas quas pro se coram eis proponebant, et bene et fideliter eos super eodem compoto tractabant: et si iidem super audicione predicti compoti aliquas rationes hinc inde propositas aliquatenus omiserunt admittendo seu allocando, qui separatim et alterna vice dixerunt quod bene et fideliter rationes suas admiserunt et firmiter credunt et asserunt eos fideliter dictum suum in premissis confirmasse et decrevisse. Et super hoc devoluta est cedula coram Baronibus et Justiciariis de Banco, que penes predictum rememoratorem residebat, et lecta coram partibus et arbitris supradictis in hec verba :

Nos Henricus de Chartres, Burnettus Angelini, Gerardus de Sabolino, Jacobus Janiani et Dardanus Concilii dicimus et dictum nostrum verum et fidele exponimus, veraciter pronunciantes quod nos invenimus predictum Pelegrinum in arreragiis compoti sui versus predictum Gettum per libros et quaternos ipsius Pelegrini de clxxiiijl. xijs. viijd. sterlingorum. Et etiam nos Burnettus, Gerardus, Jacobus, et Dardanus dicimus quod idem Pelegrinus est adhuc in arreragiis de [lucro] quod idem Pelegrinus fecit et impetravit in partibus Hibernie cum Scot de Wekes et Tegge de Compoille, mercatoribus de Florencia, de ccxxxiiijl. vjs. viijd. sterlingorum de quibus idem Pelegrinus nunquam se oneravit in compoto suo. Item dicimus omnes quod super contractu

At which day the aforesaid parties came, and likewise the aforesaid arbitrators came and proffered a certain schedule wherein is contained their verdict, to which the aforesaid arbitrators, or the greater part, consented and conformed between themselves, even agreed. And because the aforesaid Barons are rising and closing the Exchequer, and also the Justices of the Bench, who are associated with the same Barons for hearing and terminating the premises, have already risen from the Bench, as for the ending of term, the aforesaid schedule in a certain box, marked,¹ is delivered to John de Kirkeby, remembrancer of the aforesaid Exchequer, for custody. And a day is given to the parties aforesaid in the Quindisme of S. Hilary to hear the verdict of the aforesaid arbitrators. And the aforesaid arbitrators have the same day. And meanwhile the aforesaid Pelegrin is mainprised by the aforesaid Burgeis Fulbert and the others, etc., that he will be at the day aforesaid to hear the same verdict of the aforesaid arbitrators.

At which day the parties aforesaid came and likewise the aforesaid arbitrators came. And the aforesaid Gettus and Pelegrin, asked separately and in turn by the Barons and Justices of the Bench there present if the aforesaid arbitrators with good diligence absorbed their reckonings and answers which they put forward for themselves before them and treated them well and faithfully upon the same account: and if the same upon the audit of the aforesaid account in any degree omitted to admit or allow any reckonings put forward on one side or the other, separately and in turn said that well and faithfully they admitted their reckonings and firmly they believe and assert that they [the arbitrators] faithfully confirmed and decreed their verdict in the premises. And hereupon the schedule which remained with the aforesaid remembrancer was unrolled before the Barons and Justices of the Bench and was read before the parties and arbitrators aforesaid in these words:

We, Henry of Chartres, Burnet Angelin, Gerard Sabolin, James Janian and Dardan of the Council, say and set forth our true and faithful statement, pronouncing truthfully that we find the aforesaid Pelegrin in arrears of his account towards the aforesaid Gettus by the books and quaternions of him, Pelegrin, in 174*l.* 12*s.* 8*d.* sterling. And also we, Burnet, Gerard, James and Dardan, say that the same Pelegrin is yet in arrears for the gains which the same Pelegrin made and obtained in the parts of Ireland with Scot de Wekes and Tegge de Compoille, merchants of Florence, in respect of 233*l.* 6*s.* 8*d.* sterling, with which the same Pelegrin never charged himself in his account.

¹ For the method of marking and storing such boxes in the Treasury see H. Hall, *Antiquities, etc., of the Exchequer*, pp. 55 sq., and *British Archives, etc.* (1925), pp. 272 sq. and ch. xvii. The custodian named here cannot be identified with the King's Treasurer and compiler of Kirkby's Quest, issued in 1285.

nuper habito in regno Anglie inter Ducem Brabaun[cie] et predictum Pelegrinum de quodam annuo redditu ccc. librarum Turonensium, quem idem Pelegrinus adquisivit ab eodem duce ad terminum vite ipsius Pelegrini et unius anni ulterius sequen[tis], pro cccc. marcis sterlingorum, quos ei solvit de denariis suis propriis, quod habuit de fratre suo qui in Anglia nuper decessit, quod predictus Gettus illum redditum habere debeat, si voluerit, pro simili precio cccc. marcarum sterlingorum.¹

Ideo consideratum est quod predictus Pelegrinus convincatur de predictis et quod satisfaciat inde predicto Getto. Et dictum est eidem Pelegrino per predictos Barones quod liberet prefato Getto omnia scripta et instrumenta que habet penes se de predicto redditu quem predictus Dux Brabancie debet prefato Pelegrino annuatim. Et requisitus super hoc predictus Pelegrinus, si habeat in promptu unde eidem Getto de predicta pecunia possit satisfacere, qui dicit quod non. Ideo committatur prisone apud Flete donec, etc.²

(m. 1.) **25.** ³ PLACITA CORAM BARONIBUS DE SCACCARIO DE TERMINO S. HILLARII, ANNO REGNI REGIS EDWARDI, FILII REGIS HENRICI DECIMO NONO. (1291.)

Adhuc de Quindena Sancti Hillarii.

(m. 51d.)

Suhantona.

Ricardus de Astone vicecomes, Willelmus de Godeshull', Andreas Justin et Rogerus Aumfrei, ipsius ballivi vicecomitis, attachiati ad respondendum Johanni, Wyntoniensi episcopo de placito transgressionis. Et unde queritur quod cum ipse et predecessores [sui] per cartas progenitorum Regum Anglie, et confirmationes Regis nunc, annuatim habeant et habere debeant feriam Sancti Egidii Wintonie cum omnibus libertatibus ad eandem pertinentibus, per sexdecim dies duraturam, incipiente primo die in vigilia Sancti Egidii, predicti vicecomes et alii postquam predicti sexdecim dies predictae ferie proximo preterite essent completi, fecerunt proclamari quod mercatores qui fuerint in eadem feria morarentur et mercimonia facerent per tres dies sequentes. Pretextu cujus proclamationis, iidem mercatores ultra predictum tempus statutum et limitatum moram fecerunt in predicta feria, et mercimonia sua agitarunt per tres dies sequentes, contra

¹ For further items of this Account, see Appendix, pp. 148-149.

² For the sequel see Appendix, p. 150.

³ Exchequer Plea Roll 19.

Also we all say that, as for the contract lately made in the Kingdom of England between the Duke of Brabant and the aforesaid Pelegrin concerning a certain yearly rent of 300*l.* (of Tours) which the same Pelegrin acquired from the same Duke for the term of the life of him, Pelegrin, and of one year thereafter following for 4000 marcs sterling, which he paid to him out of his own proper moneys, which he had from his brother who lately died in England, that the aforesaid Gettus ought to have that rent, if he shall wish, at the like price of 4000 marcs sterling.

Therefore it is awarded that the aforesaid Pelegrin be convicted of the aforesaid [debts] and that he do satisfy the aforesaid Gettus thereof. And it is said to the same Pelegrin by the aforesaid Barons that he is to deliver to the before-mentioned Gettus all writings and instruments which he has in his possession concerning the aforesaid rent which the aforesaid Duke of Brabant owes to the before-mentioned Pelegrin yearly. And hereupon the aforesaid Pelegrin, asked if he has in hand wherewith he can satisfy the same Gettus concerning the aforesaid money, he says that he has not. Therefore let him be committed to prison at the Fleet until, etc.

25. PLEAS BEFORE THE BARONS OF THE EXCHEQUER OF THE TERM OF S. HILARY IN THE NINETEENTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1291.)

Yet of the Quindisme of S. Hilary.

Southampton.

Richard of Aston, sheriff, William of Godshill, Andrew Justin, and Roger Aumfrei, bailiffs of the sheriff himself, [were] attached to answer to John ¹ bishop of Winchester on a plea of trespass: and whereupon he complains that whereas he himself and his predecessors by charters of the progenitors of the Kings of England and confirmations by the now King have yearly and ought to have the fair of S. Giles of Winchester, with all liberties pertaining to the same, to last for sixteen days, beginning on the first day in the Eve of S. Giles, the aforesaid sheriff and the others, after the aforesaid sixteen days of the aforesaid fair last past were completed, made proclamation that merchants who have been in the same fair should remain and do their merchandising for three days following. By pretext of which proclamation the same merchants tarried in the aforesaid fair beyond the aforesaid time ordained and limited and have carried on their merchandising during

¹ John de Pontissara, a stout champion of his episcopal liberties.

formam predicte libertatis et confirmationis Regis Edwardi nunc ; ad dampnum suum mille librarum : et hoc offert, etc.

Et predicti Ricardus et alii veniunt et dicunt quod ex quo predictus episcopus habet tempus limitatum habendi et tenendi predictam feriam, videlicet per predictos sexdecim dies, ultra tempus illud non potest nec debet calumpniari de eadem feria; et qualitercumque predicti mercatores morabantur in eadem feria per tres dies et mercimonia sua fecerunt, hoc fuit ad commodum Regis et populi et non in prejudicium predicti episcopi, et petunt¹ iudicium.

Et quia, licet predictus episcopus non multum dampnum sustinuit ad presens ratione more quam predicti mercatores fecerunt in predicta feria post predictos sexdecim dies, posset tamen per temporis processum predicto episcopo et successoribus suis in majus verti periculum per hoc, quod si consuetum esset in futuro ut mercatores residerent et moram facerent per tres dies, faciendo et agitando mercimonia sua ultra predictos sexdecim dies, forte iidem mercatores tardius venirent ibidem in principio nundinarum ratione predictarum trium dierum; et sic subtraherent in principio quod excedere[n]t in fine, quod esset aperte ad dampnum et prejudicium predicti episcopi et successorum suorum; consideratum est per Thesaurarium et Barones quod predictus episcopus et successores sui predictam feriam teneant et habeant annuatim per predictos sexdecim dies; et quod finitis illis sexdecim diebus, finiatur et illa feria et recedant mercatores, et quod mora seu residencia mercatorum ad mercimonia sua monstranda seu vendenda non fiat ultra predictos sexdecim dies plene completos.

26. [² PLACITA CORAM BARONIBUS DE SCACCARIO ANNO REGNI
REGIS EDWARDI XXVII^o.] (1299.)

(m. 70d.)

Adhuc de tribus septimanis Sancti Johannis.

Lincoln'.

Willelmus Cause de Lincolnia attachiatus [est] ad respondendum Jacobo Pylate valletto W[alteri] Coventrensis et Lichfeldensis episcopi, Domini Regis thesaurarii, de placito quod reddat ei xxm. quas ei debet; et unde protulit quoddam scriptum in quo continetur quod anno gracie MCC. octogesimo septimo, videlicet anno regni regis

¹ 'petit' in roll.

² Exchequer Plea Roll 22. For cases similar to this see *ibid.* 25, m. 47, and below, pp. 69-71, and Introduction, pp. xxvi, xxvii.

three days following against the form of the aforesaid liberty and confirmation of the now King Edward ; to his loss of a thousand pounds ; and this he offers, etc.

And the aforesaid Richard and the rest come and say that inas-much as the aforesaid bishop has a time limit for having and holding the aforesaid fair, namely the aforesaid sixteen days, he cannot nor ought he to claim beyond that time in respect of the same fair ; and howsoever the aforesaid merchants tarried in the same fair for three days and made their merchandising, this was to the profit of the King and people and not in prejudice of the aforesaid bishop ; and they crave judgment.

And because, although the aforesaid bishop has not sustained much loss at present by reason of the delay which the aforesaid merchants made in the aforesaid fair after the aforesaid sixteen days, it might, however, in process of time be changed into a greater peril to the aforesaid bishop and to his successors by these means, that if it were the custom in future that merchants should reside and make delays during three days, making and carrying on their merchandising beyond the aforesaid sixteen days, perchance the same merchants would come there later than in the beginning of the fair by reason of the aforesaid three days, and so they would subtract in the beginning what they might exceed in the end, which would be manifestly to the loss and prejudice of the aforesaid bishop and his successors ; it was awarded by the Treasurer and Barons that the aforesaid bishop and his successors are to hold and have the aforesaid fair yearly during the aforesaid sixteen days, and that when those sixteen days are ended, that fair is to be ended also, and the merchants are to depart ; and that delay or residence of merchants to show or to sell their wares is not to take place after the aforesaid sixteen days are fully completed.¹

**26. PLEAS BEFORE THE BARONS OF THE EXCHEQUER IN THE
27TH YEAR OF THE REIGN OF KING EDWARD. (1299.)**

Yet of the Three Weeks of S. John [the Baptist].

William Cause of Lincoln attached to answer James Pylate, yeoman of W[alter] bishop of Coventry and Lichfield, Treasurer of the lord King, on a plea that he do render to him [James] 20 marcs which he [William] owes to him ; and whereof he proffered a certain writing in which is contained that in the year of Grace 1287, namely in the 15th

¹ For systematic attempts to evade fair tolls and similar exactions see *Law Merchant*, vol. i (*passim*).

Edwardi nunc xv^o, die Assumpeionis Beate Marie Virginis, in nundinis S. Botulphi facta fuit convencio inter Willelmum Cause civem Lincolnie, ex parte una, et Everardum de S. Venancio et Jacobum Pilate mercatores de Duaco, per Baldewinum de S. Venancio et Jacobum Pylate mercatores de Duaco, per Baldewinum de S. Venancio et Bernardum Pilate, predictorum Everardi et Jacobi attornatos, ex altera; videlicet quod predictus Willelmus concessit et vendidit prenominationis Everardo et Jacobo totam lanam domus de Welebek', ordinis Premonstratensis, tam de anno domini MCC. nonogesimo, videlicet de anno regis Edwardi nunc xvij^o, quam de sex annis proximo et continue sequentibus, videlicet, quemlibet saccum bone lane pro xvm. sterlingorum et quemlibet saccum mediane lane pro x^m. sterlingorum, et quemlibet saccum loccarum¹ electarum pro octo marcis sterlingorum; unde predictus Baldewinus et Bernardus nomine dominorum suorum predictorum et pro ipsis solverunt in arris,² tempore confeccionis predicti scripti, prefato Willelmo xxm. sterlingorum; allocandas eisdem mercatoribus in solucione pro dictis lanis ultimo anno istius convencionis. Et dicit quod non recepit predictas lanas nisi de tribus primis annis, propter quod dictas xxm. petit sibi restitui secundum formam istius convencionis.

Et predictus Willelmus Cause venit per attornatum suum et dicit quod de predictis xxm. non tenetur respondere, quia dicit quod predicti Baldewinus et Jacobus habuerunt de eo predictas lanas per quatuor annos, et de residuo temporis predicti paratus fuit quolibet anno ad festum S. Jacobi apud Lincolniam, juxta dictam convencionem inde habitam inter eos, prefatis Baldewino et Jacobo vel eorum attornatis, si venissent liberasse. Et desicut nec dicti mercatores, nec aliquis nomine eorum, venerunt post predictum quartum annum ad petendum predictas lanas, et eciam desicut quolibet anno per magnum tempus ultra terminum inter eos statutum dictas lanas suas retinuit et custodivit, expectando adventum dictorum mercatorum seu attornatorum suorum, quousque dicte lane, pro magna parte earundem, per hujusmodi retencionem erant deteriorate et precium earundem vilificatum, propter quod maximum dampnum incurrebat³; et nullus defectus in eo remanebat quominus predicti mercatores seu eorum attornati predictas lanas habuisse et recepisse poterant, petit iudicium si de predictis xxm. teneatur respondere.

¹ Locks, inferior or short wool, 'lana fracta.' See New English Dict., 'lock,' and the *Cely Papers* (Camden, 3rd edn., vol. i.).

² For this term see pp. 69, 70, 71, 75.

³ See Introduction, pp. xxii and liv.

year of the reign of the now King Edward, on the day of the Assumption of the Blessed Mary the Virgin, in the fair of S. Botulph an agreement was made between William Cause, citizen of Lincoln, of the one part, and Everard of S. Venant and James Pylate, merchants of Douai, by Baldwin of S. Venant and James Pylate, merchants of Douai, by Baldwin of S. Venant and Bernard Pilate, attorneys of the aforesaid Everard and James, of the other part, namely that the aforesaid William granted and sold to the before-named Everard and James all the wool of the house of Welbeck, of the Premonstratensian Order, as well for the year of Our Lord 1290, namely for the 18th year of the now King Edward, as of six years next and continuously following, namely every sack of good wool for 15 marcs sterling, and every sack of middling wool for 10 marcs sterling, and every sack of picked locks for 8 marcs sterling; whereupon the aforesaid Baldwin and Bernard, in the names of their lords¹ aforesaid, and for themselves, have paid to the aforesaid William 20 marcs sterling in 'earnest money,' at the time of the making of the aforesaid writing, to be allowed to the same merchants in payment for the said wools in the last year of this agreement. And he says that he did not receive the aforesaid wools except for the first three years, wherefore he asks for the said 20 marcs to be restored to him according to the form of this agreement.

And the aforesaid William Cause comes by his attorney and says that he is not bound to answer for the aforesaid 20 marcs, because he says that the aforesaid Baldwin and James had the aforesaid wools from him for four years, and as to the residue of the time aforesaid he was prepared every year at the Feast of S. James, at Lincoln, according to the said agreement thereof had between them, to have made delivery to the before-mentioned Baldwin and James, or to their attorneys, if they had come. And as neither the said merchants nor anyone in their name came after the aforesaid fourth year to seek the aforesaid wools, and also as in every year for a long time after the term appointed between them he retained and kept his said wools in expectation of the coming of the said merchants or of their attorneys, until the said wools, for a large part of the same, through this detention were deteriorated and the price of the same cheapened, on account of which he incurred very great loss; and no default remained in him but that the aforesaid merchants or their attorneys might have had and received the aforesaid wools, he craves judgment whether he is bound to answer for the aforesaid 20 marcs.

¹ *i.e.* of their masters, *cf.* above, p. 56.

Et predictus Jacobus dicit quod non habuit lanas predictas nisi de tribus primis annis, quia dicit quod in quarto anno fuit ipse extra regnum, propter guerram, et quod mare tunc erat clausum, ita quod nullus potuit illud intrare nec aliquid inde transducere. Et hoc liquet manifeste per datam convencionis supradicte. Et super hoc habent diem, eo statu quo nunc, in crastino S. Michaelis. Ad quem diem partes predictae venerunt et habent diem, de die in diem, etc.

(m. 1.) **27.** ¹ ROTULUS PLACITORUM CORAM DOMINO REGE APUD EBOR-
ACUM IN TERMINO S. MICHAELIS ANNO REGNI REGIS EDWARDI
FILII REGIS HENRICI, ANNO VICESIMO OCTAVO FINIENTE,
INCIPIENTE VICESIMO NONO. (1301.)

(m. 64d.) **Adhuc de Crastino Animarum.**

Linc'. Hasculphus de Cleseby,² Willelmus de Nesham et Thomas de Alverton' attachiati fuerunt ad respondendum Johanni le Despenser de placito quare bona et catalla ipsius Johannis, ad valenciam centum et quater viginti librarum apud S. Botulphum inventa, noctanter ceperunt et asportaverunt et alia enormia, etc., ad dampnum ipsius Johannis ducentarum librarum et contra pacem, etc. Et unde queritur quod predicti Hasculphus et alii, nocte diei Martis proxima post festum Decolacionis S. Johannis Baptiste, anno regni regis nunc vicesimo octavo, bona et catalla ipsius Johannis, videlicet pannos stragulatos, viridos, mixtletos, bluetos et alios pannos coloris, pecias³ tele lineae, [et] manutergia, ad valenciam centum et quater viginti librarum, apud S. Botulphum inventa, noctanter ceperunt et asportaverunt, et alia enormia, etc., scilicet claias et celdas suas fregerunt, et pannos et alias res suas sub pedibus suis conculaverunt et in luto projecerunt, unde dicit quod deterioratus est et dampnum habet ad valenciam ducentarum librarum, et inde producit sectam, etc.

Et predicti Hasculphus et alii veniunt et defendunt vim et injuriam et quicquid est contra pacem, etc. Et bene cognoscunt et concedunt capcionem et asportacionem triginta et octo pannorum integrorum, sexdecim peciarum de remanentibus pannorum laneorum,

¹ Coram Rege Roll 162.

² He was employed by Edward I on commissions of oyer and terminer, etc. See Calendar of Patent Rolls, 1292-1301, p. 689.

³ Linen cloth was sold thus.

And the aforesaid James says that he did not have the aforesaid wools except for the first three years, because he says that in the fourth year he himself was out of the Kingdom, because of the war, and that the sea was then closed, so that none was able to enter that Kingdom nor to transport anything therefrom. And this manifestly appears by the date of the agreement abovesaid. And hereupon they have a day, on the Morrow of S. Michael, in that state in which they now are. At which day the aforesaid parties came, and they have a day, from day to day, etc.

27. ROLL OF PLEAS BEFORE THE LORD KING AT YORK IN THE TERM OF S. MICHAEL IN THE TWENTY-EIGHTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY, ENDING AND THE TWENTY-NINTH YEAR BEGINNING. (1301.)

Yet of the Morrow of [All] Souls.

Lincoln.

Hasculph of Cleasby, William of Neasham and Thomas of Alverton were attached to answer John the Dispenser on a plea wherefore they took and carried away, by night, goods and chattels of him, John, found at S. Botulph, to the value of one hundred and eighty pounds, and other enormities, etc., to the loss of him, John, two hundred pounds, and against the Peace, etc. And whereupon he complains that the aforesaid Hasculph and the others, by night, on Tuesday next after the Feast of the Decollation of S. John the Baptist, in the twenty-eighth year of the reign of the now King, took by night and carried away goods and chattels of him, John, namely cloths of ray, greens, mixtlets, bluets and other cloths of colour, pieces of linen cloth [and] towelling to the value of one hundred and eighty pounds found at S. Botulph, and other enormities, etc., namely they broke his hurdles and stalls and trampled beneath their feet and cast into the mud his cloths and other things, whereby he says that he is the worse and has loss to the value of two hundred pounds, and thereof he brings suit, etc.

And the aforesaid Hasculph and the others come and defend force and injury and whatever is against the Peace, etc. And well they are cognizant of and grant the taking and carrying away of thirty and eight whole cloths, sixteen pieces of remains of woollen cloths, twenty-one

viginti et unius sarplearum linearum et duorum manutergiorum de predictis pannis in predicta querela contentis, set non contra pacem aut noctanter, sicut eis inponitur, immo cum pace et de die, et rationibus et causis subscriptis. Dicunt enim quod idem Hasculphus die et anno predictis fuit senescallus comitis Richemundie curie sue de S. Botulpho ; et idem Willelmus eodem tempore fuit locum tenens ejusdem Hasculphi ibidem in ausencia sua ; et prefatus Thomas fuit communis serviens ejusdem curie ad attachiamenta et districciones facienda in nundinis ejusdem ville, que fuerunt eodem tempore. Et dicunt quod in curia predicta tempore nundinarum diverse sunt consuetudines usitate inter mercatores ibidem venientes et secundum legem mercatoriam placitantes, quarum una consuetudo est talis ; quod si aliquis mercator in eadem curia versus alium per judicium ejusdem curie aliquod debitum recuperaverit, et idem mercator versus quem debitum recuperatum fuerit denarios promptos non habeat ad satisfaciendum parti recuperanti, quod de bonis et mercandisiis ejusdem mercatoris condemnati per visum et apreciacionem mercatorum debet per ballivos ejusdem curie deliberari parti recuperanti ad valenciam debiti recuperati, etc.

Et est altera consuetudo ibidem quod si mercator aliquis securitatem invenerit de proseguendo versus alium de placito debiti, et idem mercator defendens se attachiare noluerit ad respondendum querenti, aut subterfugia querens legem diffugerit, quod bene licet ballivis ejusdem curie bona mercatorum sic se attachiare nolencium et legem diffugencium attachiare, capere et asportare ad valenciam debitorum contentorum in querelis versus ipsum factis, et bona illa usque finem nundinarum retinere, si idem defendens ante finem nundinarum non venerit querenti responsurus ; et in fine earundem liberare querenti per legalem apreciacionem mercatorum ad valenciam debiti sui¹ de bonis predictis, per bonam securitatem, tenenda, usque crastinum festi Apostolorum Beatorum Petri et Pauli anno proximo sequenti futurum ;² et residuum eorundem bonorum ipsius defendentis, si quid fuerit, in manum comitis retinere, etc.

Unde quoad capcionem triginta et octo pannorum de predictis pannis dicunt quod quia quidam Haynus Abraham in curia predicta versus predictum Johannem le Despenser quoddam debitum quinquaginta librarum per consideracionem ejusdem curie recuperaverat, et idem Johannes de debito illo satisfacere noluit, iidem Hasculphus et alii, autoritate officii sui et racione consideracionis predictae, predictos

¹ 'liberare' repeated here interlined with 'de bonis predictis.'

² Sic. This was the day before the close of the fair. See Patent Rolls, 1216-25, p. 157.

sarplers of linen and two towels of the aforesaid cloths contained in the aforesaid complaint, but not against the Peace nor by night, as it is imputed to them, nay but peacefully and in daylight, and for the reasons and causes written below. For they say that the same Hasculph in the day and year aforesaid was the steward of the earl of Richmond of his court of S. Botulph, and the same William at the same time was the lieutenant of the same Hasculph there in his absence ; and the aforesaid Thomas was the Common Serjeant of the same court for making attachments and distrains in the fair of the same town, which took place at that time. And they say that in the same court in the time of the fair there are divers customs in use among the merchants coming there and pleading according to the law of merchants, of which one custom is such as this : that if any merchant shall have recovered any debt in the same court against another by judgment of the same court, and the same merchant against whom the debt shall have been recovered has not money in hand to satisfy the party recovering, that of the goods and merchandises of the same merchant condemned [to pay] delivery ought to be made by the bailiffs of the same court to the party recovering [damages] up to the value of the debt recovered, etc.

And there is another custom there, that if any merchant shall find security to prosecute against another in a plea of debt, and the same merchant who is defendant be unwilling that he should be attached to answer the complainant, or, seeking subterfuges, should flee from his law, it is perfectly lawful for the bailiffs of the same court to take and to carry away the goods of merchants unwilling to attach themselves and fleeing from their law to the value of the debts contained in the complaints made against himself, and to retain those goods until the end of the same fair, if the same defendant shall not come to answer the plaintiff before the end of the fair ; and at the end of the same to deliver to the plaintiff from the goods aforesaid up to the value of his debt by lawful appreciation of the merchants, to be held until the Morrow of the Feast of the Blessed Apostles Peter and Paul in the year next following, and to retain the residue of the goods (if any there be) of the defendant himself, in the hand of the earl, etc.

Whereupon they say, as to the taking of thirty-eight of the aforesaid cloths, that because a certain Hayne Abraham had recovered a certain debt of fifty pounds by award of the same court against the aforesaid John the Dispenser, and the same John was unwilling to give satisfaction for that debt, the same Hasculph and the others, by authority of their office and by reason of the award aforesaid, took and

triginta et octo pannos ceperunt et asportaverunt et predicto Hayn', per apreciacionem mercatorum, in allocacione debiti predicti deliberaverunt, prout eis bene licuit juxta consuetudinem primam predictam. Et quoad residuum pannorum quorum capcionem et asportacionem cognoscunt et concedunt, dicunt quod quidam Raynerus de Calconen' attachiavit se in eisdem nundinis ad sequendum versus predictum Johannem de quodam debito quindecim librarum; et quidam Egidius de Walen' attachiavit se, etc., de debito viginti et trium librarum; et quidam Walterus del Est' attachiavit se, etc., de debito quindecim librarum; et quidam Simon filius Rogeri attachiavit, etc., de debito sex solidorum et unius denarii, et quidam Robertus Cade attachiavit se, etc., de debito sex solidorum et octo denariorum. Et quia idem Johannes, subterfugia querens et legem diffugiens, noluit se attachiare ad respondendum prefatis Rogero et aliis de debitis predictis, iidem Hasculphus et alii pannos illos ceperunt et asportaverunt, et partem illorum querentibus predictis, per apreciacionem mercatorum et bonam securitatem, ad valenciam debitorum predictorum liberaverunt; et partem remanentem in manus comitis retinuerunt et adhuc retinent, prout eis bene licuit juxta consuetudinem secundam predictam. Et quod predictos pannos, quorum capcionem et asportacionem cognoscunt, sic ceperunt et rationibus predictis, cum pace et non contra pacem, et de die non noctanter, et eciam quod alios pannos aut plures aut aliter, nec aliquid aliud ei fecerunt contra pacem, sicut eis inponitur, ponunt se super patriam, etc.

Et Johannes quoad predictum Haynum, dicit quod idem Haynus per consideracionem curie predictae predictum debitum quinquaginta librarum, nec aliquam partem ejusdem, versus ipsum recuperavit, per quod ipsi Hasculphus et alii, racione consideracionis curie predictae, se cooperire possunt per consuetudinem ejusdem curie. Et similiter quoad querelas predictorum Rogeri et aliorum de predictis debitis, per quas querelas se volunt devolvere de capcione partis predictorum pannorum per consideracionem curie predictae. Et quod ipse Johannes se attachiare noluit ad respondendum predictis Rogero et aliis, dicit quod nuncquam se elongavit, subterfugia querens aut legem diffugiens, nec per aliquem ballivum arrenatus fuit quod se attachiaret alicui predictorum Rogeri et aliorum responsurus, per quod ipsi ea racione se possunt cooperire, immo quod predicti Hasculphus et alii omnes predictos pannos in querela nominatos noctanter, ut predictum

carried away the aforesaid thirty-eight cloths and delivered them to the aforesaid Hayne, by appreciation of the merchants, in allowance of the debt aforesaid, as was perfectly lawful for them to do according to the first custom aforesaid. And as to the residue of the cloths, the taking and carrying away of which they acknowledge and grant, they say that a certain Rayner of Kelso attached himself in the same fair to sue against the aforesaid John for a certain debt of fifteen pounds ; and a certain Giles de Walen attached himself, etc., for a debt of twenty-three pounds ; and a certain Walter del Este attached himself, etc., for a debt of fifteen pounds ; and a certain Simon son of Roger attached, etc., for a debt of six shillings and one penny ; and a certain Robert Cade attached himself, etc., for a debt of six shillings and eight pence. And because the same John, seeking subterfuges and fleeing from his law, was unwilling to attach himself to answer to the aforesaid Roger and the others for the debts aforesaid, the same Hasculph and the others took those cloths and carried them away, and delivered part of them to the plaintiffs aforesaid by the appreciation of the merchants and good security, to the value of the debts aforesaid ; and the part remaining they retained in the hands of the earl and still retain, as it was perfectly lawful for them to do according to the second custom aforesaid. And [they say] that they took the aforesaid cloths, the taking and carrying away of which they acknowledge, thus and for the reasons aforesaid, peacefully and not against the Peace, and by day not by night ; and also that [they took] other cloths, or more or otherwise, nor did any other thing to him against the Peace, as is imputed to them, they put themselves upon the country, etc.

And John, as to the aforesaid Hayne, says that the same Hayne, by award of the court aforesaid, recovered against him [neither] the aforesaid debt of fifty pounds nor any part of the same, whereby he, Hasculph, and the rest by reason of the aforesaid award of the court can cover themselves by the custom of the same court. And likewise as to the complaints of the aforesaid Roger and of the rest as to the aforesaid debts, by means of which complaints and by an [alleged] award of the court aforesaid they wish to dissociate themselves from the taking of part of the aforesaid cloths, by award of the court aforesaid. And that he, John, was unwilling to attach himself to answer the aforesaid Roger and the others, he says that he never absented himself, seeking subterfuges or fleeing from his law, nor was he arraigned by any bailiff that he should attach himself to answer any of the aforesaid, Roger and others, whereby they might shelter themselves for that reason : yea that the aforesaid Hasculph and the others took and carried away by night all the aforesaid cloths named in the complaint, as is aforesaid,

est, et contra pacem ceperunt et asportaverunt de injuria sua propria, et non rationibus aut causis predictis per ipsos propositis et nominatis.

Et quod ita sit, petit quod inquiratur per patriam, etc., et predicti Hasculphus et alii similiter. Ideo veniat inde jurata coram Rege in crastino Purificacionis Beate Marie ubicunque, etc., nisi R. le Brabanzon vel G. de Rouburia prius, etc.

28. ¹ ADHUC DE PLACITIS QUERELARUM APUD CLONMELE CORAM JOHANNE WOGAN JUSTICIARIO, ETC., A DIE S. MICHAELIS IN XV. DIES ANNO REGNI REGIS EDWARDI TRICESIMO PRIMO. (1303.)

(m. 45.)

Typerar'.

Thomas filius Milonis Lowys attachiatus fuit ad respondendum Johanni filio Galfridi Lowys et Alicie uxori sue de placito quod reddat eis quadraginta libras argenti, etc. Et unde dicunt quod predictus Thomas promisit pecuniam predictam prefate Alicie ad ipsam maritandam, etc., et hactenus non solvit. Et super hoc protulerunt litteras predicti Thome patentes que hoc testantur, etc.

Et predictus Thomas venit et dicit quod non tenetur eis ad hoc respondere. Dicit enim quod tempore confeccionis scripti illius fuit ipse Thomas infra etatem, scilicet de decem et octo annis ad plus et non amplius. Et petit judicium si factum illud in tali etate ipsum debeat ligare, etc.

Et Johannes et Allicia dicunt quod ipse Thomas est burgensis et uti debet consuetudine mercatoria, que talis est quod filii burgensium juxta legem mercatoriam possunt contrahere et se obligare statim post quatuordecim annos completos.

Et Thomas dicit quod contractus iste non est aliquid quod spectet ad forum mercatorium per quod, ut sibi videtur, non tenetur, etc. Ideo consideratum est quod predicti Johannes et Allicia nichil capiant per querelam suam set sint in misericordia pro falso clamore. Et Thomas inde sine die.

¹ P.R.O., Ireland, Justiciary Roll 30-31 Edw. I. (This roll has now been destroyed by fire.)

and against the Peace, of their own proper wrongdoing and not for the reasons or causes aforesaid put forward and enumerated by them.

And that so it be, he craves that it may be inquired by the country, etc.; and the aforesaid Hasculph and the others likewise. Therefore let a jury come, for this, before the King on the Morrow of the Purification of the Blessed Mary, etc., unless Roger de Brabanzon or Geoffrey de Roubury should first, etc.

28. YET OF THE PLEAS AT CLONMEL BEFORE JOHN WOGAN, JUSTICIARY, ETC., 15 DAYS FROM THE DAY OF S. MICHAEL IN THE THIRTY-FIRST YEAR OF THE REIGN OF KING EDWARD. (1303.)

Tipperary.

Thomas son of Miles Lowys was attached to answer John son of Geoffrey Lowys and Alice his wife on a plea that he do render to them forty pounds of silver, etc. And whereupon they say that the aforesaid Thomas promised the money aforesaid to the aforesaid Alice for her marrying, etc., and as yet he has not paid it. And hereupon they proffered letters patent of the aforesaid Thomas which bear witness to this, etc.

And the aforesaid Thomas comes and says that he is not bound to answer them hereon. For he says that at the time of the making of that writing he, Thomas, was under age, namely of eighteen years at most and not more. And he craves judgment whether that deed at such an age ought to bind him, etc.

And John and Alice say that he, Thomas, is a burgess and ought to use the custom of merchants, which is such that sons or burgesses, according to the law merchant, can contract and bind themselves immediately after the completion of fourteen years [of age].

And Thomas says that this contract is not anything that is concerned with the market-place, wherefore, as it seems to him, he is not bound, etc. Therefore it is awarded that the aforesaid John and Alice shall take nothing by their complaint but shall be in mercy for their false claim, and Thomas to go quit thereof without day.

- (m. 1.) **29.** ¹ PLACITA CORAM BARONIBUS DE SCACCARIO ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI XXXI. FINIENTE, INCIPIENTE XXXIJ. (1303.)

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- (m. 23.) **Adhuc de Crastino Sancti Andree.**

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Ebor'. Priorissa de Erdene attachiata fuit ad respondendum Coppo Cotenni, vahllecto Willelmi Coventrensis et Lichefeldensis episcopi, Thesaurarii Domini Regis, de placito quod reddat ei decem libras quas ei debet et injuste detinet; et unde dictus Coppus protulit quoddam scriptum quod dicit esse factum Margarete quondam priorisse de Erdene, predecessoris dicte priorisse nunc, in quo continetur quod priorissa de Erdene et ejusdem loci conventus cognoscunt se vendidisse Coppo Cotenni, Ghyno Thyfang, Johanni Wlpo et sociis suis, mercatoribus de societate Friscobaldorum de Florencia, totam lanam predicte domus de Erdene de anno Domini M.CC. nonog[esim]o primo et de novem annis proximo sequentibus plenarie completis, videlicet, quemlibet saccum pro undecim marcis et dimidia. Et predicta lana erit bene preparata et ponderata, secundum usum et consuetudinem domus supradicte, sine cocto et garda nigra, grisea scabea, clactis et omni vili vellere. Et quod predicti mercatores solverint dictis priorisse et conventui, pre manibus, in arris, decem libras bonorum sterlingorum, unde predicte decem libre in ultimo anno eisdem mercatoribus plenarie erunt allocate. Et predicti mercatores eis solvent pre manibus, in arris, decem libras quolibet anno, durante termino, infra Quindenam proximam post festum Sancti Michaelis, apud Erdene, et totum residuum pro predicta lana solvent dicti mercatores dictis priorisse et conventui ad solucionem et deliberacionem lane predicte. Et sarplatores et paccatores dicte lane sumptibus suis invenient. Et iidem priorissa et conventus sumptibus suis cariabunt dictam lanam apud Thorpe ad lanariam de Bella Landa quolibet anno durante termino. Quam quidem lanam bene preparatam et ponderatam dicta priorissa et conventus promittunt et tenentur per legitimam stipulacionem solvere et deliberare dictis mercatoribus, vel uni eorum aut eorum certo attornato, apud Thorpe ad lanariam domus de Bella Landa ad festum Nativitatis Sancti Johannis Baptiste anno Domini M.CC. nonogesimo primo, et sic de anno in annum donec predicti decem anni plenarie fuerint completi. Et ad hoc obligant se et successores suos et omnia bona sua, etc. In

¹ Exchequer Plea Roll 26.

**29. PLEAS BEFORE THE BARONS OF THE EXCHEQUER IN THE
31ST YEAR OF THE REIGN OF KING EDWARD, SON OF KING
HENRY, ENDING AND THE 32ND BEGINNING. (1303.)**

Yet of the Morrow of S. Andrew.

Yorkshire.

The prioress of Arden¹ was attached to answer to Coppus Cotenni, yeoman of William bishop of Coventry and Lichfield, Treasurer of the lord King, on a plea that she do render to him ten pounds which she owes to him and unjustly detains; and whereupon the said Coppus proffered a certain writing which he says is the deed of Margaret, formerly prioress of Arden, the predecessor of the now prioress, in which is contained that the prioress of Arden and the convent of the same place acknowledge that they have sold to Coppus Cotenni, Chynus Thyfang and John Wlpus and to their fellows, merchants of the society of the Friscobaldi of Florence, all the wool of the aforesaid house of Arden for the year of Our Lord 1291, and for nine years next following, fully completed, namely every sack for eleven marcs and a half. And the aforesaid wool shall be well prepared and weighed according to the use and custom of the house aforesaid, without cooked and black guard, grey scab, clacked and all vile fleeces.² And that the aforesaid merchants shall pay to the said prioress and convent in hand, as earnest money, ten pounds of good sterlings, whereof the aforesaid ten pounds in the last year shall be fully allowed to the same merchants. And the aforesaid merchants shall pay to them in hand, as earnest money, ten pounds every year during the term within the Quindisme next after the Feast of S. Michael at Arden, and the whole residue in consideration of the aforesaid wool the said merchants shall pay to the said prioress and convent at the issue and delivery of the wool aforesaid. And they shall find sarpler-makers and packers of the said wool at their expense. And the same prioress and convent at their expense shall carry the said wool to Thorp, to the wool-house of Byland,³ every year during the term. And this wool, well prepared and weighed, the said prioress and convent promise and are bound by legal stipulation to issue and deliver to the said merchants, or to one of them, or to their regular attorney, at Thorp, at the wool-house of the house of Byland, at the Feast of the Nativity of S. John the Baptist in the year of Our Lord 1291, and so from year to year until the ten years shall be fully completed. And for this they bind themselves and their successors and all their goods,

¹ Benedictine nunnery in Cleveland, Yorks.

² See Introduction, p. liv.

³ Cistercian nunnery in Cleveland, Yorks.

cujus rei testimonium sigillum capituli dicte domus dicto scripto est appensum. Data apud Erdene ; die Sancti Bartholomei, anno gracie M.CC. octogesimo quarto.

Et unde idem Coppus dicit quod ubi predicte decem libre juxta formam convencionis predicti scripti deberent sibi allocate fuisse in ultimo anno predictorum decem annorum, in solucione predicte lane, Margareta tunc priorissa lanas ejusdem ultimi anni non liberavit dicto Coppo seu alicui sociorum vel attornatis eorundem, nec eas cariri fecit ad lanariam de Bella Landa apud Thorpe' secundum formam predicte convencionis, set illas penes se detinuit, propter quod dicit quod injuriose ei detinet predictas decem libras ad dampnum ipsius Coppi *xxl.*, etc.

Et predicta priorissa venit et defendit omnem injustam detencionem et quicquid, etc. Et dicit quod ad istum debitum non tenetur, quia dicit quod predicta Margareta quondam predecessor ejus plenam convencionem dicto Coppo et sociis suis fecit et tenuit secundum formam predicti scripti inter eos habiti et confecti. Et unde dicit quod quolibet anno primorum trium annorum de predictis decem annis predictus Coppus et socii sui miserunt attornatos suos apud Erdene infra dictum prioratum, qui dictam lanam posuerunt in sarpellariis et illam paccarunt et paccari fecerunt sumptibus eorundem mercatorum ; et tunc dicta Margareta eandem lanam sic sarpellatam paccatam et preparatam sumptibus suis propriis cariri fecit ad lanariam de Bella Landa apud Thorpe, predictis mercatoribus deliberandam. Et quia dicti mercatores in quarto anno dictorum decem annorum vel alio anno postea non venerunt apud Erdene, nec aliquem attornatum ibi miserunt ad predictas decem libras in arris solvendas et ad dictam lanam sarpellandam et paccandam, prout debuerunt secundum convencionem antedictam, dicta Margareta eandem lanam de duobus annis sequentibus in domo sua apud Erdene retinuit, adventum dictorum mercatorum vel attornatorum suorum expectando ; ita quod illa lana per talem moram male deteriorata fuit et ad modicum commodum suum devenit ; propter quod dicit quod nullus defectus seu dilacio aliqualis dicte Margarete vel presenti priorisse debet seu potest imputari quin plena convencio tenta et facta est dictis mercatoribus, secundum formam scripti supradicti. Et desicut dictus Coppus et socii sui infrinxerunt dictam convencionem, eo quod non venerunt apud Erdene per se seu per attornatos suos predicto

etc. In witness whereof the seal of the chapter of the said house is appended to the said writing. Dated at Arden the Day of S. Bartholomew, in the year of grace 1284.¹

And whereupon the same Coppus says that whereas, according to the form of agreement of the aforesaid writing, the aforesaid ten pounds ought to have been allowed to him in the last year of the aforesaid ten years in the issue of the aforesaid wool, Margaret then prioress did not deliver the wools of the same last year to the said Coppus or to any of his fellows or to the attorneys of the same, nor did she cause them to be carried to the wool-house of Byland at Thorpe, according to the form of the aforesaid agreement, but kept them in her hands; wherefore he says that she injuriously detains the aforesaid ten pounds to the loss of the said Coppus 20*l.*, etc.

And the aforesaid prioress comes and defends all unjust detention and whatever, etc. And she says that she is not held to that debt, because she says that the aforesaid Margaret, her predecessor, made a full agreement with the said Coppus and his fellows and held it according to the form of the aforesaid writing made and completed between them. And whereupon she says that in every year of the first three years of the aforesaid ten years the aforesaid Coppus and his fellows sent their attorneys to Arden within the said priory, who put the said wool in sarplers ² and packed it and caused it to be packed at the expense of the same merchants; and then the said Margaret caused the same wool thus sarplered, packed and prepared, to be carried to the wool-house of Byland at Thorpe, for delivery to the aforesaid merchants: And because in the fourth year of the said ten years, or in any other year subsequently, the said merchants did not come to Arden, nor sent any attorney there to pay the aforesaid ten pounds as earnest money and to sarpler and pack the said wool, as they should have done, according to the agreement beforesaid, the said Margaret retained the same wool of the two years following in her house at Arden, expecting the coming of the said merchants or of their attorneys; so that that wool was badly deteriorated through such delay and became only moderately profitable, wherefore she says that no default nor any dilatoriness ought or can be imputed to the said Margaret or to the present prioress to the prejudice of a full agreement held and made with the said merchants according to the form of the writing above mentioned; and inasmuch as the said Coppus and his fellows did infringe the said agreement, for that they did not come to Arden by

¹ For the diplomatic interest of this document, see Introduction, p. xxvii.

² This operation, which is referred to above, here seems to be the same as that expressed below by the verb 'to sarpler,' which may still be used, like 'to sack.'

quarto anno, nec aliquo anno sequenti, ad predictas decem libras in arris solvendis et ad predictas lanas sarpellandas et paccandas in forma dicte convencionis, ut predictum est, petit iudicium si dictus Coppus habere possit modo justam actionem ad petendum predictas decem libras.

Et predictus Coppus dicit et bene cognovit quod ad ipsum et socios suos pertinuit acquietare custagia circa sarpellaciones et paccaciones dictarum lanarum factas, et hoc super recepcione earundem lanarum apud Thorpe sicut aliis annis preteritis fecerat. Et desicut dictus Coppus venit ad diem suum apud Thorpe ad recipiendum lanas suas preparatas et ponderatas et omnimoda custagia et soluciones facienda secundum convencionem predictam, et dicta Margareta priorissa nullas lanas preparatas vel non preparatas ibidem transmisit, et sic liquet evidenter quod defectus et dilacio super hoc remanserunt in eadem Margareta, et quod dictam convencionem non tenuit, petit iudicium si dicta priorissa per hujusmodi exceptionem suam possit dicto Coppo subtrahere solucionem dictarum decem librarum.

Ideo expectent iudicium. Postea datus est dies partibus predictis a die Sancti Hillarii in xv. dies ad audiendum iudicium suum, etc.

Ad quem diem predictus Coppus venit et similiter predicta priorissa venit. Et petunt licentiam concordandi; et habent. Et est concordia talis: quod predicta priorissa, pro se et conventu suo, cognovit se teneri predicto Coppo in duobus saccis lane, precium sacci octo marce; de quibus solvet eidem Coppo unum saccum vel precium ad festum Nativitatis Sancti Johannis Baptiste proximo futuro, et alterum saccum ad consimile festum proximo sequens, anno revoluto. Et nisi fecerit, dicta priorissa pro se et conventu suo concedit quod dicta lana vel ejus precium de terris et catallis domus sue fiat et levetur. Et pro ista concordia dictus Coppus remittit dicte Priorisse omnimodam actionem quam erga ipsam habet seu habere potest ratione conventionis in predicto scripto contente. Et dicta priorissa similiter relaxat dicto Coppo omnem actionem quam erga ipsum habere potest ratione ejusdem scripti. Et predictus Coppus ponit se in misericordia, que condonatur per Barones, etc.

Condonatur.

themselves or by their attorneys in the aforesaid fourth year, nor in any year following, to pay the aforesaid ten pounds in earnest money and to sarpler and pack the aforesaid wools in the form of the said agreement, as is aforesaid, she craves judgment if the said Coppus can have now a just action to seek the aforesaid ten pounds.

And the aforesaid Coppus says and well acknowledges that it pertained to him and his fellows to acquit the costs about the sarplerings and packings made of the said wools, and this upon the receipt of the same wools at Thorpe he had done as in other years, and inasmuch as the said Coppus came at his day to Thorpe to receive his wools prepared and weighed and to make good all kinds of costs and payments according to the aforesaid agreement, and the said Margaret the prioress transmitted there no wools, prepared or unprepared, and it is thus evidently manifest that default and dilatoriness herein lay with the same Margaret, and that she kept not the same agreement, he craves judgment if the said prioress by her exception of this sort can deprive the said Coppus of the payment of the said ten pounds.¹

Therefore they are to expect judgment. Afterwards a day is given to the parties aforesaid, in 15 days from the Day of S. Hilary, to hear their judgment, etc.

At which day the aforesaid Coppus comes, and likewise the aforesaid prioress comes. And they crave license for an agreement, and have it. And the agreement is like this: that the aforesaid prioress for herself and her convent acknowledged that she was bound to the aforesaid Coppus in two sacks of wool, price of the sack eight marcs; of which she shall pay to the same Coppus one sack, or the price, at the Feast of the Nativity of S. John the Baptist next to come and the other sack at the like feast next following, as the year comes round. And unless she does this, the said prioress grants for herself and her convent that the said wool or its price shall be made up and levied from the goods and chattels of her house. And for this concord the said Coppus remits to the said prioress every sort of action which he has or can have against her by reason of the same writing. And the same prioress similarly releases to the said Coppus all the action which she can have against him by reason of the same writing. And the said Coppus puts himself in mercy, which is condoned by the Barons, etc.

¹ In this case it will be noticed that a deadlock was reached on the interpretation of the covenants as to delivery of the wool, though it may be surmised that (as in a similar case on p. 65) the real difficulty lay in the insecurity of the sea in wartime.

- (m. 1.) **30.** ¹ PLACITA CORAM DOMINO REGE DE TERMINO SANCTE TRINITATIS APUD WESTMONASTERIUM ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI TRICESIMO QUARTO. (TRINITAS XXXIIIJ.) (1306.)

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- (m. 55d.) **Adhuc de Quindena Sancti Johannis Baptiste.**

.

Lincoln'. Gilbertus de Cestreton' optulit se iiij^{to} die versus Ricardum de Bernyngham, nuper ballivum Johannis de Britannia senioris de Sancto Botulpho, de placito quare, cum ad prosecucionem dicti Gilberti, Regi suggerentis ipsum coram dicto Ricardo in curia predicti domini sui de Sancto Botulpho juxta legem mercatoriam implacitasse, sine brevi Regis, Johannem de Messinis mercatorem Flandrie de debito sexaginta librarum quod idem Gilbertus a prefato Johanne exigit, et idem Gilbertus debitum illud coram eodem Ricardo ibidem judicialiter disracionasset; et quod predictus Ricardus execucionem judicii predicti, pro eo quod idem Ricardus excedens tenorem cujusdam mandati Regis, nuper eidem Ricardo directi, de bonis et mercandisis hominum et mercatorum Flandrie usque ad valenciam ducentarum librarum in villa Sancti Botulphi occasione cujusdam transgressionis Radulpho de Duram, Waltero de Bradefeld, Willelmo Cankervel, Philippo de Hedon', Ade Warner de Cotyngham, Hugoni de Athelwyk, Matheo de Thorne, Roberto de Ma . . . et Ricardo Goderyk' mercatoribus Regis Anglie illate arestandis, octo saccis ² lane predicti Johannis, ac eciam aliis bonis et mercandisis aliorum mercatorum Flandrie usque ad valentiam mille librarum arestatis, hucusque facere distulit, dicto Ricardo precepimus³ quod si ita sit, tunc propter hujusmodi arestacionem non omitteret quin execucionem judicii predicti de octo saccis lane predictis sine dilacione quacunque, prout justum foret fieri faceret, idem Ricardus mandatum Regis parvi pendens illud ex[s]equi hucusque penitus recusavit, in Regis contemptum manifestum et predicti Gilberti dispendium non modicum et gravamen.

Ad quem diem predictus Gilbertus venit et similiter predictus Ricardus ballivus venit. Et quia idem Ricardus minus plene examinatus super negocio predicto et minus sufficienter inde respondit, preceptum est vicecomiti quod venire faciat eum coram Rege a die Sancti Michaelis in xv. dies ubicumque, etc., ad curie certiorandum plenius super premissis veritatem, etc. Idem dies datus est predicto Gilberto in Banco, etc. Ad quem diem predictus Ricardus venit, et Gilbertus, licet solempniter vocatus, non venit. Ideo predictus Ricardus inde sine die. Et predictus Gilbertus et plegii sui de proseguendo in

¹ Coram Rege Roll 185.

² 'saccos' in roll.

³ Sic.

30. PLEAS BEFORE THE LORD KING OF THE TERM OF THE HOLY TRINITY AT WESTMINSTER IN THE THIRTY-FOURTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (TRINITY 34.) (1306.)

Yet of the Morrow of S. John the Baptist.

Lincoln.

Gilbert of Chesterton offered himself on the 4th day against Richard de Bernyngham, late bailiff of John the elder [Count] of Brittany, at Boston, on a plea wherefore—when at the prosecution of the said Gilbert, suggesting to the King that he had impleaded, before the said Richard in the court of his aforesaid lord at Boston according to the law merchant without the King's writ, John of Messin, merchant of Flanders, for a debt of sixty pounds which the same Gilbert exacts from the same John, and the same Gilbert had deraigned that debt there judicially before the same Richard; and that the aforesaid Richard has put off up to now making execution of the aforesaid judgment, for that the same Richard exceeding the tenor of a certain mandate of the King, lately directed to the same Richard as to arresting the goods and merchandises of men and merchants of Flanders up to the value of two hundred pounds in the town of Boston, because of a certain trespass committed against Ralph of Durham, Walter of Bradfield, William Cankervel, Philip of Hedon, Adam Warner of Cottingham, Hugh of Athelwyk, Mathew of Thorne, Robert of Ma . . . and Richard Goderyk, merchants of the King of England, eight sacks of wool of the aforesaid John and also other goods and merchandises of other merchants of Flanders, up to the value of one thousand pounds, having been arrested, we ordered the said Richard that if it be so, then by reason of such an arrest as this he should not omit to cause execution of the judgment aforesaid concerning the eight sacks of wool aforesaid without any delay whatever, as was just—the same Richard, thinking little of the King's mandate, has refused to execute the same up to now, in manifest contempt of the King and the no small cost and grievance of the aforesaid Gilbert.

At which day the aforesaid Gilbert comes and likewise the aforesaid Richard the bailiff comes. And because the same Richard was not examined fully enough upon the aforesaid matter and answered not sufficiently thereon, the sheriff is ordered to cause him to come before the King in 15 days of the day of S. Michael, wheresoever, etc., to inform the court more fully of the truth upon the premises. The same day is given to the aforesaid Gilbert in the Bench, etc. At which day the aforesaid Richard came and Gilbert, though solemnly called, came not. Therefore the aforesaid Richard hereof without a day. And the aforesaid

misericordia, scilicet Thomas Payn de Grantham et Johannes Bagge de eadem, etc. Et quia predictus Ricardus cognovit in curia quod adhuc restant in custodia sua apud Sanctum Botulphum sex sacci lane de predictis bonis per ipsum arestatis ad valenciam ducentarum librarum predictarum, ad sectam predictorum Radulphi de Durem et sociorum suorum, qui modo non sequuntur ad deliberacionem earundem lanarum habendam; ideo dictum est eidem Ricardo quod dictas lanas salvo custodire faciat quousque aliud inde habuerit in mandatis, etc.

- (m. 1.) **31.** ¹PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO PASCHE ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI TRICESIMO QUINTO ; BRABANZON. (1307.)

(m. 49.)

Adhuc de mense Pasche.

Norff.

Galfridus Dreu attachiatus fuit ad respondendum Waltero le Keu de Lincolnia, qui sequitur pro se et Henrico Bere, Johanne filio Simonis, Waltero de Canewik', Ricardo de Severby, Radulfo de Filyngham, Gilberto Rothynger, Alano de Thoresweye, Rogero de Buselyngethorpe et Johanne de Tumby, civibus et mercatoribus Regis civitatis Regis Lincolnia, de placito quare, cum nuper ad prosecucionem predictorum Henrici Bere et aliorum mercatorum ac per testimonium majoris et ballivorum ac communitatis civitatis nostre² predicte, per litteras suas patentes sigillo suo communi signatas Regi significantes predictum Henricum et concives suos predictos lanas ac quedam alia bona et mercimonia sua ad valenciam octingentarum quater viginti et sexdecim librarum et decem solidorum sterlyngorum, per ipsos in quadam navi, quam ad hoc frectaverant, posita ad partes Brabancie duxisse voluisse, ad negociandum ibidem de eisdem ; et quosdam malefactores de partibus Selandie navem predictam in portu de Gerfelt' in dictis partibus Selandie hostiliter ingressi lanas et alia bona et mercimonia predicta in eadem navi inventa cepisse et abduxisse, eaque prefatis mercatoribus Regis taliter detinuisse, minus juste, in ipsorum mercatorum Regis dampnum non modicum et depauperacionem manifestam, rogavit Rex nobilem virum dominum W[illelmum] Haynonie, Hollandie, et Selandie comitem ac dominum Frislandie, per litteras Regis, ut prefatis mercatoribus Regis, ut de lanis et mercimoniis predictis, debitam restitutionem vel saltim satisfaccionem fieri faceret competentem. Et³ pro eo quod

¹ P.R.O., Coram Rege Roll 188. An earlier hearing of this case is recorded in Roll 185, m. 34. See Introduction, p. xxxii.

² Sic.

³ 'Ut' in roll.

Gilbert and his pledges of suing, in mercy, namely Thomas Payn of Grantham and John Bagge of the same place, etc. And because the aforesaid Richard acknowledged in court that there still remain in his custody at Boston six sacks of wool of the aforesaid goods arrested by him to the value of two hundred pounds aforesaid, at the suit of the aforesaid Ralph of Durham and his fellows, who now do not sue to have delivery of the same wools. Therefore it is said to the same Richard that he do cause the said wools to be safely kept until he shall have some other mandate in the matter, etc.

31. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF EASTER IN THE THIRTY-FIFTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY ; BRABANZON. (1307.)

Yet of the Month of Easter.

Norfolk.

Geoffrey Drew was attached to answer Walter le Keu of Lincoln, who sues for himself and Henry Bere, John son of Simon, Walter of Canwick, Richard of Sewerby, Ralph of Fillingham, Gilbert Rothynger, Alan of Thornthwaite, Roger of Buslingthorpe and John of Tumbly, citizens and merchants of the King of the King's city of Lincoln, on a plea wherefore, when lately at the prosecution of the aforesaid Henry Bere and the other merchants and by the testimony of the mayor and bailiffs and community of our city aforesaid signifying to the King by their letters patent, sealed with their common seal, that the aforesaid Henry and his fellow citizens were desirous of taking to the parts of Brabant, to trade with them there, the aforesaid wools and certain other their goods and merchandises to the value of eight hundred and ninety-six pounds and ten shillings sterling, placed by them in a certain ship which they had freighted for this ; and certain malefactors of the parts of Zeeland boarded the aforesaid ship in the port of Gerfelt in the said parts of Zeeland in hostile fashion and took and carried away wools and other goods and merchandises aforesaid found in the same ship and thus detained them from the King's merchants aforesaid unjustly, to the no small loss and manifest impoverishment of them, the King's merchants ; the King asked the noble man the lord W[illiam], count of Hainault, Holland and Zeeland and lord of Friesland by the King's letters, that he would cause due restitution or adequate and immediate satisfaction to be made to the before-mentioned merchants of the King in respect of the wools and merchandises aforesaid. And for that the same count

idem comes prefatis mercatoribus Regis super depredacione bonorum suorum predictorum per homines ipsius comitis, ut premittitur facta, hactenus non curavit justiciam exhibere, set eis in justicia super premissis penitus defuit exhibenda, sicut per litteras ejusdem comitis nobis inde directas plenius Regi constat, pluries precepit Rex ballivis de Lenna quod omnia bona et mercimonia mercatorum dictarum parcium Haynonie, Hollandie, Selandie et Frislandie que infra ballivam suam inveniri contingeret¹ usque ad valorem ducentarum quater viginti librarum sine dilacione arestari et salvo, absque districcione aliqua, facerent custodiri, quousque prefatis mercatoribus Regis de lanis et mercimoniis suis predictis esset satisfactum vel aliud a Rege super hoc haberent in mandatis :

¹ Galfridus Dreu nuper major de Lenna, et maxime tempore quo major ejusdem ville extitit, mandata nostra predicta illudere et execuciones eorundem impedire per collusionem [et]² conspiracionem inter ipsum et mercatores dictarum parcium Haynonie, Hollandie, Selandie et Frislandie prelocutas maliciose machinando, bona et mercimonia eorundem mercatorum Haynonie, etc., statim cum ad portum predictę ville de Lenna applicuerint in domo sua receptavit, et ea pro parte inde habenda quasi sua propria advocavit. Et idem Galfridus, ut suam maliciam et collusionem in hac parte valeat palliare, a dicta villa de Lenna tam per terram quam per aquam egressus dictis mercatoribus Haynonie, Hollandie, Selandie et Frislandie cum bonis et mercimoniis suis diversis versus dictam villam venientibus frequenter obviando, et ipsos de hujusmodi mandatis Regis ballivis ejusdem ville de arestacione hujusmodi directis premuniendo, et cum eisdem mercatoribus pro parte bonorum illorum habenda contrahendo, si per ejus auxilium et consilium hujusmodi arestacionem effugere valeant vel evitare, unum denarium, nomine ararum, pro bonis et mercimoniis suis eisdem mercatoribus Haynonie, etc., tribuit, et sic colore ararum illarum, cum bona et mercimonia illa ad portum predictum venerint, ut sua propria maliciose advocavit, in Regis et mandatorum Regis predictorum contemptum et illusionem manifestam, et mercatorum predictorum Regis dispendium non modicum et gravamen.

Et unde queritur quod cum idem Walterus pro se et sociis suis mercatoribus Regis Lincolnie brevia ipsius domini Regis Johanni le Hunte, Johanni de Colton' et Willelmo de Laak' ballivis ejusdem ville de Lenna detulisset, videlicet unum breve die Mercurii in septimana Pasche anno regni Regis nunc xxxiiij^o et aliud breve die Lune proxima ante festum Pentecostes eodem anno, quod ipsi omnia bona et

¹ Sic.

² 'et' is omitted.

has not so far cared to exhibit justice to the before-mentioned merchants of the King in respect of the depredation of their goods aforesaid by the men of him the count made as is premised, but has hitherto utterly failed in exhibiting justice to them upon the premises, as by the letters of the same count on the subject directed to us is quite fully evident to the King, the King many times ordered the bailiffs of Lynn that they should cause all goods and merchandises of merchants of the said parts of Hainault, Holland, Zeeland and Friesland that should happen to be found within his bailiwick to be arrested without delay to the value of two hundred and four score pounds and to be kept safely without any detraction until satisfaction has been given to the before-mentioned merchants of the King in respect of their wools and merchandises aforesaid, or until they have other mandates from the King upon this matter :

Geoffrey Drew, late mayor of Lynn and mostly during the time when he was mayor of the same town, maliciously scheming to elude our mandates aforesaid and to impede the execution of the same by the before-mentioned collusion and conspiracy between him and the aforesaid merchants of Hainault, etc., received the goods and merchandise of the same merchants of Hainault, etc., as soon as they arrived at the port of Lynn and vouched for them as though they were his own property, by reason of having a share therein. And the same Geoffrey that he might be able to palliate his malice and collusion in this quarter, going forth from the town of Lynn as well by land as by water, meeting frequently the said merchants of Hainault, Holland, Zeeland and Friesland coming with their divers goods and merchandises towards the said town and premonishing them of the mandates in question of the King directed to the bailiffs of the same town concerning the arrest in question, and contracting with the same merchants to have a part of those goods if by his aid and counsel they be able to escape from or evade an arrest of this sort, he paid the same merchants of Hainault, etc., one penny in the name of earnest money on account of their goods and merchandises, and so, by colour of that earnest money, when those goods and merchandises came to the port aforesaid, he vouched them as his own property maliciously, in manifest contempt of the King and elusion of the King's mandates aforesaid and the no small cost and grievance of the King's merchants aforesaid.

And whereupon he complains that when the same Walter for himself and his fellows, the King's merchants of Lincoln, had carried the writs of the lord King himself to John le Hunte, John of Colton and William de Laak, bailiffs of the same town of Lynn, namely one writ on Wednesday in the week of Easter, in the 34th year of the reign of the now King, and another writ on Monday next before the Feast of Pentecost

mercimonia mercatorum dictarum parcium Haynonie, etc., que infra libertatem suam inveniri contingeret usque ad valorem predictarum ducentarum et quater viginti librarum sine dilacione arestari et salvo, etc., custodiri facerent, quousque, etc.; ac iidem ballivi pretextu brevium illorum bona et mercimonia diversorum mercatorum parcium illarum Haynonie, etc., attachiassent, videlicet . . .¹ predictus Galfridus Dreu, per collusionem et conspiracionem inter ipsum et dictos mercatores Haynonie, etc., prelocutas, bona et mercimonia predicta sic per ballivos predictae ville de Lenna capta et arestata pro parte inde habenda quasi sua propria advocavit. Et similiter, ut idem Galfridus maliciam suam in hac parte valeret palliare, ut predictum est, a dicta villa de Lenna tam per terram quam per aquam egressus diversis mercatoribus predictarum parcium Haynonie, etc., versus dictam villam de Lenna venientibus frequenter obviavit, et ipsos de hujusmodi mandatis Regis et arestacionibus premunivit, et cum eisdem pro parte bonorum illorum habenda contraxit, ut per ejus auxilium et consilium hujusmodi arestacionem effugere valerent, [et²] unum denarium nomine ararum pro bonis et mercimoniis suis eis tribuit; videlicet in septimana proxima post festum S. Nicholai anno xxxv^o cum quidam³ Johannes Willeston' de Cacch', Clay de Tol et Willelmus frater ejus juxta Rymeswale mercatores de Selandia versus eandem villam de Lenna cum quadam navi carcata cum cciiij^{xx} quarteriis avene precii viginti librarum applicuissent, idem Galfridus eisdem, ut predictum est, obviavit et unum denarium nomine ararum in forma predicta tribuit. Et similiter aliis mercatoribus parcium predictarum eodem modo obviavit, et de hujusmodi arestacionibus et mandatis Regis premunivit, et aras in forma predicta eis tribuit; et sic colore arrarum illarum, cum bona et mercimonia illa ad portum predictum venerunt ut sua propria, maliciose advocavit, mandata Domini Regis predicta illudendo et execuciones eorundem multipliciter impediendo, in Domini Regis et mandatorum Regis contemptum decem mille libras, et dampnum predicti Walteri et sociorum suorum, etc., mille librarum. Et inde producit sectam, etc.

Et predictus Galfridus venit et defendit quicquid est in contemptum Domini Regis et totum, etc. Et dicit quod in nullo est culpabilis de conspiracionibus, contemptibus seu aliquibus transgressionibus predictis. Et de hoc ponit se super patriam et predictus Walterus

¹ The record names various seizures of goods valued at 137*l.* 17*s.*

² 'et' is omitted.

³ 'quidem' in roll.

in the same year, that they [the bailiffs] should cause all the goods and merchandises of merchants of the said parts of Hainault, etc., which happened to be found within their liberty, up to the value of the aforesaid two hundred and four score pounds, to be arrested without delay and safely, etc., kept until, etc.; and the same bailiffs by pretext of the writs had attached goods and merchandises of divers merchants of those parts, of Hainault, etc., namely . . .¹ the aforesaid Geoffrey Drew, by the collusion and conspiracy between him and the said merchants of Hainault, etc., before mentioned, avowed the goods and merchandises aforesaid so taken and arrested by the bailiffs of the aforesaid town of Lynn as his own property, by reason of having a share thereof. And likewise that the said Geoffrey might be able to palliate his malice in this quarter, as is aforesaid, having gone forth from the said town of Lynn as well by land as by water he frequently met divers merchants of the aforesaid parts of Hainault, etc., coming towards the said town of Lynn and premonished them of the commands of the King and the arrests of this sort, and contracted with the same to have a part of their goods, that through his aid and counsel they might be able to escape an arrest of this sort; [and] paid one penny in the name of earnest money for their goods and merchandises: namely in the week next after the Feast of S. Nicholas in the 35th year when a certain John Willeson of Cacch', Clay de Tol and William his brother, next Rimswell, merchants from Zeeland, had put in towards the same town of Lynn with a certain ship laden with 280 quarters of oats of the value of twenty pounds. The same Geoffrey met them, as is aforesaid, and paid one penny in the name of earnest money in the form aforesaid. And likewise he met other merchants of the parts aforesaid in the same manner and premonished them of such arrests and commands of the King, and paid earnest money to them in the form aforesaid, and so by colour of that earnest money when goods and merchandises came to the port aforesaid he avowed them maliciously as his own property, eluding the mandates of the lord King aforesaid and many times impeding the execution of the same, in contempt of the lord King and of the King's mandates ten thousand pounds, and loss of the aforesaid Walter and his fellows a thousand pounds. And thereof he brings suit, etc.

And the aforesaid Geoffrey comes and defends whatever is in contempt of the lord King and all, etc. And he says that he is in no way guilty of the conspiracies, contempts or any trespasses aforesaid. And as to this he puts himself upon the country and the aforesaid Walter

¹ See note 1 on page opposite.

similiter. Ideo veniat inde jurata coram rege a die S. Trinitatis in xv. dies¹ ubicunque, etc., et qui nec, etc., ad recognoscendum, etc., quia tam, etc.

(m. 1.) **32.** ²PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO S. TRINITATIS ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI TRICESIMO QUINTO. (1307.)

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(m. 61d.) **Adhuc de quindena S. Johannis Baptiste.**

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London'. Preceptum fuit majori et vicecomitibus. Cum, inter ceteros articulos quos per cartam Regis³ pro se et heredibus suis concessit mercatoribus extraneis et alienigenis cum bonis et mercandisis suis infra regnum et potestatem Regis venientibus, ordinaverit quod in qualibet villa mercatoria et feria infra idem regnum et potestatem Regis pondus Regis in certo loco ponatur, et ante ponderacionem statera in presencia emptoris et venditoris vacua videatur, et quod brachia ejusdem statere sint equalia, et extunc ponderator ponderet in equali, et cum stateram posuerit in equali amoveat manus suas ita quod remaneat in equali,⁴ per quod eis Dominus Rex pluries precepit quod eisdem mercatoribus ordinationem Regis predictam juxta tenorem carte Domini Regis predictae facerent in omnibus inviolabiliter observari, vel causam Regi significarent quare mandato Regis, alias eis inde directo, minime paruerunt; ac ipsi major et vicecomites, quasi concessionem Regis predictam reprobando, Regi significaverint quod modus ponderandi averia ponderis ad civitatem Londonie veniencia, a tempore quo non extat memoria, talis exstitit et adhuc existit, quod statera semper trahat ad meliorem, hoc est versus rem emptam; et eodem modo venduntur dicta averia archiepiscopis, episcopis, comitibus, baronibus et aliis quibuscunque in dicta civitate hujusmodi averia eminentibus. Et ista consuetudine et modo ponderandi antecessores sui usi fuerunt et ipsi hactenus usi essent; ac Rex libertates et liberas consuetudines suas quas ex concessione progenitorum Regis regum Anglie habent, in quibus usi essent, eis Dominus Rex per cartam suam

¹ At Trinity term the case was adjourned (Coram Rege Roll 189, m. 6).

² P.R.O., Coram Rege Roll 189; cf. MS. Add. 37791, f. 6b, and Hall and Nicholas, *Tracts and Table Books*, p. 43, and N. S. B. Gras, *Early English Customs System*, pp. 66, 257 sq. Calendar of Letter Books, London, C. p. 130, D. pp. xvii, 209, E. p. 19 sq.

³ The Carta Mercatoria of 1303: Rymer's *Fœdera* (Rec. Com.), ii. pt. ii. 747.

⁴ As to this rule see also Statute 27 Edw. III. st. ii. c. 10; cf. 25 Edw. III. st. v. c. 9, 34 Edw. III. c. 5. This clause is omitted in MS. Add. 37791.

likewise. Therefore let a jury thereupon come before the King 15 days from the day of the Holy Trinity, wheresoever, etc., and who neither, etc., to recognize, etc., because as well, etc.

32. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF THE HOLY TRINITY IN THE THIRTY-FIFTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING HENRY. (1307.)

Yet of the Quindisme of S. John the Baptist.

London.

Precept was sent to the mayor and sheriffs¹: Whereas, among the other articles which by the King's charter he granted for himself and his heirs to merchants strangers and alien born coming within the Kingdom and power of the King with their goods and merchandises he did order that in every merchant town and fair within the same Kingdom and power of the King the King's weight² shall be put in a certain place; and before weighing, the balance, in the presence of the buyer and of the seller, is to be found void; and that the arms of the same balance are to be equal, and forthwith the weigher is to weigh to the balance: and when he has made the scales equal let him remove his hands so that [the balance] may remain equal. Whereby the lord King many times ordered that they should make the King's ordinance aforesaid, according to the tenor of the charter of the lord King aforesaid, to be observed inviolably, or that they should signify to the King the cause wherefore they have by no means obeyed the King's mandate directed to them at another time on the subject; and they, the mayor and sheriffs, as though reprobating the King's concession aforesaid, did signify that the method of weighing *avers de poise*³ coming to the city of London, from a time of which the memory does not exist, was this and still obtains, that the beam is to incline to the better side, that is towards the thing bought; and in the same fashion the said commodities are sold to archbishops, bishops, earls, barons and to others whomsoever, in the said city buying commodities of this sort. And this method and custom of weighing their ancestors used, and they themselves hitherto have used; and the lord King, by his royal

¹ This statement seems to be intended as a docket. An expositive clause follows which is succeeded by a dispositive clause beginning 'Unde Dominus Rex.'

² The reference to two 'arms,' which must be equal, shows that this 'pondus,' or 'tron,' was a balance and not a steelyard.

³ *i.e.* commodities sold by the new scale of weight ('Avoir du Pois'), which gradually superseded the Troy scale for heavy wares (see N. S. B. Gras, *Early English Customs System*, loc. cit.)

confirmavit; per quod consuetudines civitatis Regis usitatas et approbatas per concessionem extraneis mercatoribus nunc factam in dampnum et prejudicium civium Regis et eciam magnatum, necnon communitatis regni Regis, mutare non possent nec deberent; presertim cum in carta eis facta contineatur quod ponderacio in forma in dicta carta contenta fiat, ubi contra dominum loci aut libertatem per ipsum Regem vel antecessores suos concessam illud non fuerit, sive contra villarum et feriarum consuetudinem hactenus observatam; quam quidem causam minus sufficientem esse, et in Regis contemptum manifeste redundare Dominus Rex reputat.

Unde Dominus Rex eis adhuc precepit, firmiter injungens, quod ordinacionem Regis predictam juxta tenorem carte Regis predictae facerent in omnibus inviolabiliter observari, juxta tenorem mandatorum Regis eis prius inde directorum, vel quod ipsi essent coram Rege apud Westm' die Jovis proxima post festum S. Edmundi regis, anno regni Regis nunc tricesimo quarto incipiente, ad respondendum domino Regi quare dictis mandatis suis parere contempserunt.

Johannes
Buk' alder
mannus, etc.

Ad quem diem predicti major et vicecomites et eciam predicti mercatores venerunt. Et datus est eis dies in crastino Purificacionis Beate Marie, ubicunque, etc. Et sic deinde continuatur processus medii temporis, prout plenius patet per indorsamentum predicti brevis¹ usque a die S. Trinitatis in xv. dies nunc, etc. Ad quem diem predicti mercatores et eciam predicti major et vicecomites venerunt, et predicti mercatores proferunt hic in curia cartam Domini Regis nunc datam apud Wyndesore, primo die Februarii, anno regni Regis nunc tricesimo primo, de diversis libertatibus eisdem mercatoribus per ipsum Regem concessis, in qua continetur ista clausula: 'Item volumus, ordinamus et statuimus quod in qualibet villa mercatoria et feria regni nostri predicti et alibi infra potestatem nostram pondus nostrum in certo loco ponatur, et ante ponderacionem statera in presencia emptoris et venditoris vacua videatur, et quod brachia sint equalia, et extunc ponderator ponderet in equali, et cum stateram posuerit in equali statim amoveat manus suas ita quod remaneat in equali.' Et petunt quod predicti major et vicecomites ordinacionem et concessionem Domini Regis predictas juxta tenorem carte sue predictae eisdem mercatoribus faciant in omnibus inviolabiliter observari, etc.

¹ See Introduction, p. xlii, and *Tracts and Table Books*, p. 43.

charter, has confirmed to them their liberties and free customs which they have by grant of the King's progenitors, Kings of England, [and] which they have used, wherefore they cannot and should not change the customs of the King's city, used and approved, through the concession now made to merchants strangers to the loss and prejudice of the King's citizens and also of the great ones, besides the community of the King's realm ; especially when in the charter made to them it be contained that weighing is to be done in the form contained in the said charter, where that shall not be prejudicial to the lord of the place or to a liberty granted by the King himself or his ancestors or contrary to the custom of towns and fairs hitherto observed ; which cause indeed the lord King regards as being insufficient and manifestly redounding to contempt of the King.

Whereupon the lord King again ordered them, firmly enjoining, that they should cause the King's ordinance aforesaid according to the tenor of the King's charter aforesaid to be in all respects inviolably observed according to the tenor of the King's commands directed to them on that subject, or that they themselves should be before the King at Westminster on Thursday next after the Feast of S. Edmund the King in the thirty-fourth year (beginning) of the King's reign to answer to the lord King wherefore they have despised obedience to his said mandates.

At which day the aforesaid mayor and sheriffs and also the aforesaid merchants came. And a day is given to the same, on the Morrow of the Purification of the Blessed Mary, wheresoever, etc. And so the process is continued forthwith in the meantime ; as more fully appears by the endorsement of the aforesaid writ, until 15 days from the day of the Holy Trinity now, etc. At which day the aforesaid merchants and also the aforesaid mayor and sheriffs came ; and the aforesaid merchants proffer here in court the charter of the now lord King dated at Windsor the first day of February in the thirty-first year of the reign of the now King concerning certain liberties granted to the same merchants by the King himself, in which is contained this clause : ' Also we will, ordain and have appointed that in every merchant town and fair of our Kingdom aforesaid and elsewhere within our power our weight is to be put in a certain place, and before weighing the balance in the presence of the buyer and seller is to be seen empty, and that the arms are to be equal, and forthwith the weigher shall keep an even balance, and when he has made the scales even let him remove his hands so that [the balance] may remain even.' And they crave that the aforesaid mayor and sheriffs shall cause the ordinance and concession of the lord King aforesaid, according to the tenor of his charter aforesaid to the same merchants, to be observed inviolably, etc.

John Buk,
alderman,
etc.

Et predicti major et vicecomites nichil dicunt nec aliquid in curia ostendunt quare mercatores predicti bona et mercimonia sua predicta infra regnum et potestatem Regis juxta tenorem carte ipsius Domini Regis predicte ponderare non debeant. Ideo ipsi mercatores de cetero ponderent in forma predicta. Et dictum est prefatis majori et vicecomitibus quod ordinacionem predictam eisdem mercatoribus de cetero faciant in omnibus observari, et de predictis majore et vicecomitibus ad judicium de returno suo predicto et de hoc quod observacionem ¹ predictam non observaverunt, etc.

Adjudicium.

(m. 1) **33.** ² PLACITA APUD WESTMONASTERIUM CORAM RADULPHO DE HENGHAM ET SOCIIS SUIS, JUSTICIARIIS DOMINI REGIS DE BANCO DE TERMINO SANCTI HILARII ANNO REGNI REGIS EDWARDI FILII REGIS EDWARDI PRIMO. (1308.)

(m. 46.)

Adhuc de Octabis Sancti Hillarii—Hengham.

Lincoln.

Reginaldus filius Sibille mercator de Sancto Botulpho summonitus fuit ad respondendum Johanni Pylat mercatori de placito quod reddat ei rationabilem compotum suum de tempore quo fuit receptor denariorum ipsorum Johannis et Reginaldi ex quacumque causa et contractu ad communem utilitatem eorundem Johannis et Reginaldi provenientium, etc.: Et unde idem Johannes per attornatum suum queritur quod cum idem Reginaldus die Lune proxima post festum Sancti Laurentii martiris anno regni Regis Edwardi patris Regis nunc tricesimo secundo, in villa de Sancto Botulpho recepisset quadraginta libras sexdecim solidos et unum denarium ipsorum Johannis et Reginaldi ad communem utilitatem ipsorum Johannis et Reginaldi secundum legem mercatoriam, idem Reginaldus compotum suum inde eidem Johanni nondum reddidit, set adhuc ei reddere contradicit, etc., unde dicit quod deterioratus est et dampnum habet ad valenciam viginti librarum; et inde producit sectam, etc.

Et predictus Reginaldus per attornatum suum venit et defendit vim et injuriam quando, etc. Et bene defendit quod ipse nunquam recepit aliquem denarium, etc., ad communem utilitatem, etc., prout idem Johannes queritur. Et de hoc ponit se super patriam, etc. Et Johannes similiter. Ideo preceptum est vicecomiti quod venire faciat hic in octabis Sancte Trinitatis xii., etc., per quos, etc. Et qui nec, etc., ad recogn[oscendum], etc. Quia tam, etc.

¹ Sic.

² De Banco Roll 169.

And the aforesaid mayor and sheriffs say nothing nor show anything in court wherefore the merchants aforesaid should not weigh their goods and merchandises aforesaid within the Kingdom and power of the King according to the tenor of the lord King's charter aforesaid. Therefore they, the merchants, may weigh in future in the form aforesaid. And it is said to the aforesaid mayor and sheriffs that they are to cause the ordinance aforesaid to be observed in future for the same merchants at all points. And the aforesaid mayor and sheriffs to submit to judgment in respect for their return aforesaid and for this, that they have not observed the aforesaid observance, etc.

To
judgment.

33. PLEAS AT WESTMINSTER BEFORE RALPH OF HENGHAM AND HIS FELLOWS, JUSTICES OF THE LORD KING OF THE BENCH, FOR THE TERM OF S. HILARY IN THE FIRST YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD. (1308.)

Yet of the Octaves of S. Hilary—Hengham.

Lincoln.

Reginald son of Sibyl, merchant of Boston, was summoned to answer John Pylat, merchant, on a plea that he do render to him his reasonable account for the time in which he was receiver of the moneys of them, John and Reginald, from whatsoever cause and contract for the common utility of them, John and Reginald, accruing, etc. And whereupon the same John by his attorney complains that when the same Reginald on Monday next after the Feast of S. Laurence the Martyr, in the thirty-second year of the reign of King Edward father of the now King, in the town of Boston had received forty pounds sixteen shillings and one penny of them, John and Reginald, for the common utility of them, John and Reginald, according to the law merchant, the same Reginald has not yet rendered his account thereof to the same John, but yet refuses to render it to him, etc. Whereupon he says that he is the worse and has loss to the value of twenty pounds ; and thereof he produces suit, etc.

And the aforesaid Reginald by his attorney comes and defends the force and injury when, etc. And he well defends that he never received any money, etc., for the common utility, etc., as the same John complains. And of this he puts himself upon the country, etc. And John likewise. Therefore precept is sent to the sheriff that he is to cause to come here, in the Octaves of the Holy Trinity, 12, etc., by whom, etc. And who neither, etc., to make recognition, etc. Because as well, etc.

- (m. 1.) **34.** ¹PLACITA CORAM BARONIBUS DE SCACCARIO APUD WESTMONASTERIUM DE ANNO REGNI REGIS EDWARDI, FILII REGIS EDWARDI SECUNDO. (1309.)

(m. 65.)

De Tribus Septimanis Sancti Trinitatis.

London'.

Ricardus le Feytur de Chepingnorton attachiatus fuit in Londonia ad respondendum Ernerico de Friscobaldis et sociis suis, mercatoribus de Societate Friscobaldorum de Florencia, de placito quod reddat eis lv. libras quas eis debet. Et unde iidem mercatores protulerunt quoddam scriptum quod dicunt esse factum ipsius Ricardi; in quo continetur quod predictus Ricardus cognovit se teneri Betino de Friscobaldis et Coppo Cottenne et sociis suis de Societate Friscobaldorum² in lv. libris pro viginti duobus pannis stragulatis de Gandavo ab eis emptis in nundinis Sancti Botulphi, solvendis eidem Betino, aut sociis suis, aut cuicumque hanc litteram deferenti, apud Londoniam, in vigilia Natalis Domini, Anno Gracie M.CCC. quarto. Et ad hoc obligat se et omnia bona sua, etc. Data in Nundinis Sancti Botulphi, die Jovis, proxima post festum Assumpcionis Beate Marie Virginis, anno supradicto. Et dicunt quod predictus Ricardus predictas lv. libras eis hucusque injuste detinuit et adhuc detinet, ad dampnum ipsorum mercatorum xl. librarum. Et inde, etc.³

Et predictus Ricardus in propria persona venit et defendit omnem injuriam, etc. Et petit visum predicti scripti; quo habito bene cognovit quod est factum suum; set dicit quod in nullo debet ei nocere; quia dicit quod die confectionis illius scripti idem Ricardus imprisonatus fuit apud Sanctum Botulphum in prisona Regis ad prosecutionem dictorum mercatorum, et dummodo sic in prisona fuit predictum scriptum fecit et consignavit per districtiorem prisona; propter quod non tenetur de dicto debito respondere. Et hoc petit quod inquiratur.

Et predicti mercatores dicunt quod predictus Ricardus dictum scriptum fecit et consignavit ex libera voluntate sua et extra prisonam. Et hoc petunt similiter quod inquiratur. Ideo datus est dies ulterius, a die Sancti Michaelis in xv. dies. Et preceptum est vicecomiti Lincolnesire quod venire faciat hic ad diem illum, nisi J[ohannes] de Sand[ale] vel T[homas] de Cant[ebrigia] prius, etc., apud Sanctum

¹ Exchequer Plea Roll 32.

² For these members of the Friscobaldi see Calendar of Patent Rolls, 1307-13, pp. 604, 695.

³ For another early specimen of a writing obligatory payable to bearer see Pollock and Maitland, *Hist. of English Law* (2nd ed.), ii. 227.

34. PLEAS BEFORE THE BARONS OF THE EXCHEQUER AT WESTMINSTER OF THE SECOND YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD. (1309.)

Of the Three Weeks of the Holy Trinity.

London.

Richard le Feytur¹ of Chipping Norton was attached in London to answer Erneric de Friscobaldis and his fellows, merchants of the society of Friscobaldi of Florence, on a plea that he do render to them 55 pounds which he owes to them. And whereupon the same merchants proffered a certain writing which they say is the deed of him Richard ; in which is contained that the aforesaid Richard acknowledged himself to be bound to Betinus de Friscobaldis and Coppus Cottene and their fellows of the Society of the Friscobaldi in 55 pounds for twenty-two cloths of ray of Ghent bought from them in the fair of S. Botulph, to be paid to the same Betinus or to his fellows or to anyone bearing this letter, at London, in the Eve of Christmas, in the year of Grace 1304. And for this he binds himself and all his goods, etc. Dated in the fair of S. Botulph, Thursday next after the Feast of the Assumption of the Blessed Mary the Virgin, in the year aforesaid. And they say that the aforesaid Richard has unjustly detained from them the aforesaid 55 pounds to this day and still detains them ; to the loss of those merchants 40 pounds. And thereof, etc.

And the aforesaid Richard in his proper person comes and defends all injury, etc. And he craves a view of the aforesaid writing ; and when he has had this he well acknowledges that it is his deed ; but he says that in no respect ought this to harm him ; because he says that on the day of the execution of that writing the same Richard was imprisoned at Boston in the King's prison, at the prosecution of the said merchants ; and while he was thus in prison he made the aforesaid writing and signed² it through the distraint of prison ; wherefore he is not bound to answer for this debt. And he craves this that it be inquired of.

And the aforesaid merchants say that the aforesaid Richard made the said writing and signed it of his free will and out of prison. And this they crave likewise that it be inquired of. Therefore a day is given further, in 15 days of the day of S. Michael. And precept is sent to the sheriff of Lincolnshire that he cause to come here at that day, unless J[ohn] de Sand[ale] or T[homas] de Cambridge first, etc., at Boston,

¹ Can this be a nickname, 'the deceiver' ('faitour'), or is it simply 'facteur' ?

² *i.e.* sealed and signed.

Prisona.

Botulphum, etc., xij. tam de mercatoribus Lumbardis, etc., quam de hominibus de partibus Sancti Botulphi, ad certif[icandum], etc. Et dictum est predicto Ricardo quod inveniat securitatem essendi tunc ibi ad audiendum ret[orum] diete inquisicionis, qui nullam securitatem invenire potest. Ideo committitur prisone de Flete.

Postea Egidius de Insula, miles, de comitatu Oxoneford', Johannes de Boxore, de eodem comitatu, et Ricardus de Welyngton de comitatu Somersete manuceperunt predictum Ricardum le Feytur ad habendum corpus suum hic ad predictam Quindenam Sancti Michaelis, vel coram dicto Johanne vel prefato Thoma, Baron[ibus], cum ad dictas partes venerint, ad audiendum recognicionem diete inquisicionis. Ita quod nisi corpus suum tunc ibidem habuerint, concedunt se teneri predictis mercatoribus in predictis lv. libris, solvendis eis pro eodem Ricardo. Et per manucapcionem illam dictus Ricardus deliberatur a prisona in forma predicta.

Postea die Veneris, proxima ante festum Sancti Laurencii, anno regni Regis Edwardi nunc tercio, predicti mercatores venerunt coram prefato Thoma de Cantebrigia apud Sanctum Botulphum, et predictus Ricardus non venit; tamen premunitus fuit tam per vicecomites Londonie, eo quod tunc morabatur in Londonia, in officio ponderatoris Regis, quam per vicecomitem Lincolnesire, essendi ibidem eodem die, prout paret per returnum eorum. Ideo per ejus defectionem proceditur ad captionem inquisicionis. Et inquisicio venit, tam per Lumbardos quam per alios homines hujus regni, pretextu cujusdam carte Regis Edwardi, patris Regis nunc, quam dicti mercatores protulerunt et que volebat in se quod in qualibet inquisicione capienda inter Lumbardos et alios homines, quicumque fuerint, medietas illius inquisicionis sit de Lumbardis et alia medietas de hominibus Anglie.

Juratores dicunt per sacramentum suum quod predictus Ricardus bona et libera voluntate sua et extra prisonam fecit et consignavit predictum scriptum; et quod predicti mercatores racione injuste detencionis predicti debiti habuerunt dampnum ad valenciam xx. librarum. Ideo datus est dies predictis mercatoribus ad predictam Quindenam Sancti Michaelis ad Scaccarium, ad audiendum judicium suum, etc.

Postea ad diem illum predicti mercatores petunt licenciam recedendi a suo brevi et habent. Et dictum scriptum redeliberatur eis, etc.

etc., 12 as well Lombard merchants, etc., as of the men of the parts of Boston to certify, etc. And it is said to the aforesaid Richard that he is to find security for being then there to hear the return of the said inquisition; who can find no security. Therefore he is committed to the prison of the Fleet.

Prison.

Afterwards Giles de Lisle of the county of Oxford, John of Bix of the same county and Richard of Wellington of the county of Somerset mainprised the aforesaid Richard le Feytur to have his body there at the aforesaid Quindisme of S. Michael, or before the said John or the before-mentioned Thomas, the Barons, when they should come to those parts, to hear the recognition of the said inquisition. So that, unless they should have his body then there, they grant that they are bound to the aforesaid merchants in the aforesaid 55 pounds, to be paid to them on behalf of the same Richard. And by that mainprise the said Richard is delivered from prison in the form aforesaid.

Afterwards, on Friday next before the Feast of S. Laurence in the third year of the reign of the now King Edward, the aforesaid merchants came before the aforesaid Thomas of Cambridge at Boston and the aforesaid Richard came not, though he was premonished as well by the sheriffs of London, for that he then sojourned in London, as by the sheriff of Lincolnshire to be there on the same day, as appears from their return. Therefore by his default, the taking of the inquisition is proceeded with. And the inquisition comes, as well by Lombards as by other men of this Kingdom, by pretext of a charter of King Edward, father of the King that now is, which the said merchants proffered and in the body of which it was willed that in every inquisition to be taken between Lombards and other men, whosoever they might be, the one half of that inquisition is to consist of Lombards and the other half of men of England.

The jurors say, by their oath, that the aforesaid Richard made and executed the aforesaid writing by his good and free will and out of prison; and that the aforesaid merchants by reason of the unjust detention of the aforesaid debt had loss to the value of 20 pounds. Therefore a day is given to the aforesaid merchants, to the aforesaid Quindisme of S. Michael, at the Exchequer, to hear their judgment, etc.

Afterwards, at that day, the aforesaid merchants ask leave to withdraw from their writ and have it. And the said writing is delivered to them again, etc.

- (m. 1.) **35.** ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE
TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI
FILII REGIS EDWARDI TERCIO. (1309.)

- (m. 2.) **Adhuc de Octabis Sancti Michaelis.**

Ebor'.

Recordum missum de Cancellaria in hec verba :

Edwardus Dei gratia Rex Anglie, Dominus Hibernie et Dux Aquitanie, vicecomiti Eboracsire salutem. Cum celebris memorie Dominus Edwardus quondam Rex Anglie, pater noster, ad instanciam et frequentem querelam Wynandi Morant, burgensis et mercatoris nostri de Beverlaco eidem Genitori, nostro suggerentis quod Andreas Papyng, burgensis et mercator ville de Grenyng' de potestate et dominio Episcopi de Huchtred, in quater viginti et duodecim libris, Alardus Papyng et Swetherus Papyng, burgenses et mercatores ville predictae, in centum sexaginta et undecim libris, necnon communitas dicte ville in novem libris sterlingorum certis de causis eidem Wynando tenebantur, et quod idem Andreas Alardus, Swetherus, et communitas summas predictas, quas diu est solvisse debuerant, per prefatum Wynandum pluries requisitiolvere distulerant, minus juste, Episcopum de Huchred pluries rogasset per suas litteras speciales, nosque similiter postquam suscepimus regimen regni nostri eundem episcopum, ad instanciam predicti Wynandi, per litteras nostras rogavimus ut, audita querela predicti Wynandi de debitis memoratis, sibi inde debitum et festinum complementum justicie faceret exhiberi, idem episcopus, quamvis litteras dicti patris nostri et nostras sibi pro prefato Wynando in hac parte directas pluries recepisset, dictus que Wynandus erga ipsum episcopum, ut justiciam super debitis predictis consequi posset, cum omni diligencia et sollicitudine quibus potuit sepius instetisset, eidem tamen Wynando super recuperacione dictorum debitorum justiciam facere non curavit, set ei penitus deficit in exhibenda justicia in premissis, sicut accepimus per testimonium burgensium et communitatis ville nostre de Raveneserod, per suas patentes litteras, communi sigillo suo signatas, nobis factum.

Et quia predicto Wynando super recuperandis debitis memoratis volumus, ut tenemur, cum justicia subvenire, tibi precipimus quod omnia bona et mercimonia hominum et mercatorum de predicta villa de Grenyng' que infra ballivam tuam contigerit inveniri usque ad

¹ Coram Rege Roll 198.

35. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF S. MICHAEL IN THE THIRD YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD. (1309.)

Yet of the Octaves of S. Michael.

A record sent from the Chancery ¹ in these words :

Edward by the grace of God King of England, Lord of Ireland and Duke of Aquitaine, to the Sheriff of Yorkshire, greeting. Whereas the lord Edward of famous memory, formerly King of England, our father, at the instance and frequent complaint of Wynand Morant, our burgess and merchant of Beverley, suggesting to our same Sire that Andrew Papyng, burgess and merchant of the town of Groningen, part of the Power and dominion of the bishop of Utrecht, (in ninety-two pounds,) Alard Papyng and Swether Papyng, burgesses and merchants of the town aforesaid, (in one hundred and seventy-one pounds,) and also the community of the said town (in nine pounds sterling) were bound to the same Wynand for certain causes ; and that the same Andrew Alard, Swether and community, many times requested by the before-mentioned Wynand, had wrongfully deferred paying the sums aforesaid, which they ought to have paid long since, had asked the bishop of Utrecht many times by his special letters, and we likewise after we took up the rule of our Kingdom asked the same bishop, at the instance of the aforesaid Wynand, by our letters that after hearing the complaint of the aforesaid Wynand concerning the debts referred to, he would cause a due and speedy complement of justice to be exhibited to him therein, the same bishop had many times received the letters of our said father and our own for the before-mentioned Wynand directed to him in that behalf, and the said Wynand, with all the diligence and solicitude of which he was capable, had very often insisted with him, the bishop, that he should obtain justice for the debts aforesaid ; yet he [the bishop] has not cared to do justice to the same Wynand for the recovery of the said debts, but has failed utterly in exhibiting justice to him in the premises, as we have heard by the testimony of the burgesses and community of the town of Ravenspur made to us by their letters patent sealed with their common seal.

And because we wish, as we are in justice bound, to assist the aforesaid Wynand about recovering the debts mentioned, we order you that you shall cause all goods and merchandises of men and merchants of the aforesaid town of Groningen which shall happen to be found

¹ See Introduction, pp. xiii sq., liii, and below, p. 160 *n*.

valenciam debitorum predictorum, que ad summam ducentarum sexaginta et duodecim librarum se extendant, sine dilatione qualibet arestari et salvo custodiri facias, donec eidem Wynando de debitis predictis ad plenum fuerit satisfactum, vel aliud super hoc a nobis habueris in mandatis. Et de eo quod inde feceris, et que et cujusmodi bona et mercimonia ea occasione arestaveris, et quorum fuerint, ac de valencia eorundem, nobis sub sigillo tuo distincte et aperte constare facias, remittentes nobis hoc breve. Teste me ipso apud Stanford, quinto die Augusti, anno regni nostri tercio.¹

Ad quod breve retornatum fuit sic: Breve istud retornatum fuit ballivo libertatis de Kyngeston' super Hull' qui sic respondet. Arestavi in villa de Kyngeston' super Hull' de bonis et catallis Bernardi de Grenyng' et Radulphi de Grenyng', mercatorum de villa de Grenyng' viginti et quinque pannos burneti, persei et viridi coloris, qui appreciantur per xii. juratores in presencia dictorum Bernardi et Radulphi mercatorum ad centum libras.

Postea, predictis Bernardo et Radulpho, quam prefato Wynando, decimo die Septembris in Cancellaria Regis personaliter comparentibus, iidem Bernardus et Radulphus dixerunt quod ipsi aut eorum bona pro defectu episcopi Huchtredi in exhibicione justicie non debent attachiari seu arestari, quia dixerunt quod predicta villa de Grenyng' de qua ipsi sunt, non est de dominio predicti episcopi de Huchtred', set quod Rex Alemannie est dominus ejusdem ville immediate, et quod idem episcopus dominium aliquod ibidem non habet, set tantummodo jurisdictionem spiritualem, tanquam episcopus et diocesanus loci illius; propter quod ipse episcopus prefato Wynando in casu predicto de aliquibus hominibus ville predictae justiciam facere non potuit. Et petierunt quod veritas inde inquiratur.

Et predictus Wynandus dixit quod predicta villa de Grenyng' est de dominio predicti episcopi, et quod ipse jurisdictionem temporalem, sicut dominus excercet in eadem et petiit quod hoc inquiratur. Et super hoc datus est dies partibus coram Rege in Octabis Sancti Michaelis, ubicunque, etc., ad faciendum ulterius et recipiendum quod Curia Regis consideraverit in premissis. Et ne panni ea occasione arestati per diutinam detencionem eorundem sub aresto per putrifactionem vel alio modo deteriorentur, mandatum est vicecomiti Eboracsire quod si predictus Bernardus et Radulphus invenerint sibi sufficientem manucaptionem, pro qua respondere voluerint, de respondendo prefato Wynando de centum libris ad quas panni predicti appreciantur, si contigerit easdem centum libras eidem Wynando per considerationem Curie Regis adjudicari, tunc pannos

¹ Cf. Close Roll, 3 Edw. II, m. 24 (6 Aug. 1309); and cf. Close Roll, 3 Edw. II, m. 22 (13 Sept. 1309); and ibid. m. 16 (30 Nov. 1309).

within your bailiwick which may extend to the sum of two hundred and seventy-two pounds to be arrested and safely kept until satisfaction shall be given fully to the same Wynand in respect of the debts aforesaid, or [until] you shall have other commands from us hereupon. And you shall certify to us under your seal distinctly and openly what and what manner of goods and merchandises you shall arrest on that occasion and whose they might be, remitting to us this writ. Witness myself at Stamford, the fifth day of August in the third year of our reign.

To which writ a return was made thus : This writ was returned by the bailiff of the liberty of Kingston-upon-Hull,¹ who answers thus : I have arrested in the town of Kingston-upon-Hull of the goods and chattels of Bernard of Groningen and of Ralph of Groningen, merchants of the town of Groningen, twenty-five cloths of burnet, coloured perse and green, which are appraised by 12 jurors in the presence of the said Bernard and Ralph, merchants, at one hundred pounds.

Afterwards the aforesaid Bernard and Ralph, together with the before-mentioned Wynand, personally appearing on the tenth day of September in the King's Chancery, the same Bernard and Ralph said that they or their goods for the default of the bishop of Utrecht in exhibiting justice ought not to be attached or arrested, because they said that the aforesaid town of Groningen, from which they come, is not under the dominion of the aforesaid bishop of Utrecht, but that the King of Almain is lord of the same town immediately ; and that the same bishop has not any dominion there, but only spiritual jurisdiction as bishop and diocesan of that place ; for which cause the bishop could not do justice to the before-mentioned Wynand in the case aforesaid in respect of certain men of the town aforesaid. And they craved that the truth thereof might be inquired.

And the aforesaid Wynand said that the town of Groningen aforesaid was of the domain of the aforesaid bishop and that he exercises temporal jurisdiction in the same as lord, and he craved that this be inquired of. And hereupon a day is given to the parties before the King in the Octaves of S. Michael wheresoever, etc., to do further and to receive what the King's Court shall award in the premises. And lest the cloths arrested should deteriorate by long detention of the same under arrest, by putrefaction or otherwise, mandate is given to the sheriff of Yorkshire that if the aforesaid Bernard and Ralph shall find sufficient mainprise, for which they are willing to answer, for answering the before-mentioned Wynand as to one hundred pounds at which the cloths aforesaid are appraised, if it happens that the same hundred pounds is adjudged to the same Wynand by award of the

¹ The liberty of the archbishop of York.

predictos prefatis mercatoribus restitui faciant per securitatem predictam ad commodum suum inde faciendum, etc.

Ad quem diem predictus Wynandus coram Rege per adjurnamentum predictum venit, et similiter predicti Bernardus et Radulphus veniunt. Et quia expediens est quod rei veritas inquiretur, an predicta villa de Grenyng' sit de dominio predicti episcopi de Huchred, sicut predictus Wynandus dicit, an si idem episcopus nullum dominium habeat in eadem villa nisi tantummodo jurisdictionem spiritualem tanquam episcopus et diocesanus loci, etc., preceptum est vicecomitibus Londonie quod venire faciant coram Rege in Crastino Animarum ubicunque, etc., xxiii^j^{or} tam mercatores de partibus Alemannie quam de aliis mercatoribus alienigenis propinquioribus, ad certiorandum, etc., super premissis, etc.

Ad quem diem venerunt tam predictus Wynandus, quam predicti Radulphus et Bernardus, et similiter juratores de consensu parcium electi, tam de partibus Alemannie quam Brabancie; qui dicunt super sacramentum suum quod predictus episcopus de Huchtred' non est dominus ville de Gronyng' nec aliquod dominium habet in eadem villa nisi tantummodo jurisdictionem spiritualem tanquam episcopus et diocesanus loci, etc., sicut episcopus Londonie habet in Londonia, etc. Et dicunt quod Rex Alemannie est dominus ejusdem ville de Grenyng', etc.¹ Et super hoc quesitum est a prefato Wynando si aliquid habeat de aliqua conventionne contractum seu aliquod aliud factum per quod petit debitum predictum sibi deberi, ex quo nihil inde invenitur in processu habito in Cancellaria. Dicit quod non.

Et quia loquela ista inchoata fuit in Cancellaria, ideo istud recordum remittitur ibidem. Et dictum est predictis mercatoribus quod sequantur ibidem, et bona et catalla arestata deliberentur eisdem, etc.

(m. 1.) **36.** ² PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO SANCTI HILLARII ANNO REGNI REGIS EDWARDI FILII REGIS EDWARDI SEXTO. (1313.)

(m. 54.) **Adhuc de Quindena Sancti Hillarii.**

Lincoln'. Clemens de Melton nuper ballivus Johannis comitis Surreie de nundinis de Staunford' in misericordia pro pluribus defaultis:

¹ In the lower margin of the roll is the following contemporary note (which may or may not be significant) with a reference mark that is not reproduced in the record itself: '*Non Scribatur*—In villa de Dortemond in potestate Regis Alemannie.'

² Coram Rege Roll 211.

King's Court, then they are to cause the cloths aforesaid to be restored to the above-mentioned merchants by the security aforesaid to make their profit on them, etc.

At which day the aforesaid Wynand comes before the King by the adjournment aforesaid, and likewise the aforesaid Bernard and Ralph come. And because it is expedient that the truth of the matter be inquired of, whether the aforesaid town of Groningen be in the dominion of the aforesaid bishop of Utrecht, as the aforesaid Wynand says, or if the same bishop have no dominion in the same town unless only spiritual jurisdiction, as bishop and diocesan of the place, etc., precept is sent to the sheriffs of London that they do make to come before the King on the Morrow of All Souls wheresoever, etc., 24 as well merchants of the parts of Almain as of other alien merchants nearer, to certify, etc., upon the premises, etc.¹

At which day came as well the aforesaid Wynand as the aforesaid Ralph and Bernard, and likewise the jurors elected by consent of the parties, as well of the parts of Almain as of Brabant; who say upon their oath that the aforesaid bishop of Utrecht is not lord of the town of Groningen nor has any dominion in the same town, unless only spiritual jurisdiction as bishop and diocesan of the place, etc., as the bishop of London has in London, etc. And they say that the King of Almain is lord of the same town of Groningen, etc. And hereupon it is asked of the before-mentioned Wynand if he has anything concerning any agreement contracted, or any other deed whereby he seeks for the debt aforesaid to be due to him, for that nothing thereof is found in the process had in the Chancery. He says that [he has] not.

And because this plaint was begun in the Chancery, therefore this record is remitted there. And it is said to the aforesaid merchants that they are to sue there and the goods and chattels arrested are to be delivered to them, etc.

36. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF S. HILARY IN THE SIXTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD. (1313.)

Yet of the Quindisme of S. Hilary.

Clement of Melton, late bailiff of John earl of Surrey for the fair of Stamford, in mercy for many defaults :

¹ As to the justice of this award, see Introduction. p. liii.

Idem Clemens attachiatus fuit ad respondendum Johanni Walran', Henrico Karreken, Henrico de Welton', Henrico Kare, Waltero Mais, et Johanni le Chaundeler, mercatoribus Johannis Ducis Brabancie, de placito quare, cum dominus Rex per litteras suas patentes suscepit in saluum et securum conductum mercatores ipsius Ducis de Brabancia, in veniendo cum bonis et mercandisis suis in regnum Regis, ibidem morando, et de eisdem negociando prout sibi viderit expedire, et inde ad propria redeundo, dum tamen inde faciant consuetudines debitas et usitatas in eodem regno; et ad instanciam ipsius Ducis, Dominus Rex concesserit eisdem mercatoribus quod in eodem regno non distringantur pro debitis aliquibus pro quibus principales debitores aut fidejussores non existant,¹ predictus ballivus nichilominus ad dictas litteras Regis patentes nullam considerationem habens, predictos Johannem, Henricum, Henricum, Walterum, et Johannem pro quibusdam debitis, pro quibus principales debitores aut fidejussores non existunt, per bona et mercimonia sua ad valenciam sexaginta librarum in nundinis predictis absque brevi Regis distrinxit, et bona et mercimonia illa prefatis mercatoribus adhuc detinet, minus juste, ad grave dampnum ipsorum mercatorum et contra formam concessionis Regis predictae, ac contra tenorem mandati Regis alias super hoc directi.

Et unde queruntur quod predictus Clemens ballivus, etc., die Mercurii proxima ante diem Dominicam in Ramis Palmarum, anno regni Regis nunc tercio, nullam habens considerationem ad litteras regias predictas, predictos Johannem et alios mercatores, etc., pro quodam debito sexaginta et quinque librarum in quo quidam Simon Overdille mercator Lovanie per quoddam scriptum obligatorium prefato Clementi nuper tenebatur, de quo debito predicti Johannes et alii principales debitores aut fidejussores non fuerunt, per bona et mercimonia sua, videlicet per duodecim pannos de diversis coloribus, ad valenciam sexaginta librarum, in nundinis predictis distrinxit, et mercimonia illa prefatis mercatoribus adhuc detinet, contra formam concessionis, etc. Unde dicunt quod deteriorati sunt et dampnum habent ad valenciam centum marcarum, et in contemptum Regis ducentarum librarum, et unde producant sectam, etc.

Et predictus Clemens venit et defendit vim et injuriam quando, etc., et quicquid, etc. Et dicit quod ipse, die et anno predictis non fuit ballivus nundinarum de Staunford', etc., nec aliquid contra tenorem litterarum Domini Regis predictarum fecit, etc., nec prefatos mercatores per bona et mercimonia sua distrinxit, etc., sicut queruntur. Dicit enim quod ipse in nundinis de Sancto Botulpho, anno regni Regis nunc secundo vendidit cuidam Henrico Kare, mercatori, supranominato,

¹ See above, App. I, p. lxxxvii.

The same Clement was attached to answer to John Walran, Henry Karreken, Henry of Welton, Henry Kare, Walter Mais and John the Chandler, merchants of John duke of Brabant, on a plea wherefore, (when the lord King by his letters patent took into his safe and secure conduct the merchants of him, the duke of Brabant, in coming with their goods and merchandises into the King's realm, sojourning there, and of trading with the same as shall seem expedient to them, and in returning thence to their own places, provided they discharge the customs due and usual therefrom in the same Kingdom : and at the instance of him, the duke, the lord King did grant to the same merchants that they should not be distrained in the same Kingdom for any debts for which they are not the principal debtors or sureties,) the aforesaid bailiff nevertheless, having no consideration for the King's letters patent, has distrained the aforesaid John, Henry, Henry, Walter and John for certain debts, for which they are not the principal debtors or sureties, by their goods and merchandises to the value of sixty pounds in the fair aforesaid without the King's writ, and he yet detains those goods and chattels from the before-mentioned merchants unjustly, to the grievous loss of them, the merchants, and contrary to the form of the King's grant aforesaid, and contrary to the tenor of the King's mandate directed hereupon at another time.

And whereupon they complain that the aforesaid Clement the bailiff, etc., on Wednesday next before Palm Sunday in the third year of the now King, having no consideration for the King's letters aforesaid, distrained in the fair aforesaid the aforesaid John and the other merchants, etc., by their goods and merchandises, namely by twelve cloths of divers colours to the value of sixty pounds, for a certain debt of sixty-five pounds in which a certain Simon Overdille, merchant of Louvain, was bound to the aforesaid Clement by a certain writing obligatory, of which debt the aforesaid John and the others were not the principal debtors or sureties ; and he yet detains those merchandises from the before-mentioned merchants contrary to the form of the concession, etc. Whereby they say that they are the worse and have loss to the value of a hundred marcs, and in contempt of the King two hundred pounds, and thereupon they produce suit, etc.

And the aforesaid Clement comes and defends force and injury when, etc., and whatever, etc. And he says that he himself the day and year aforesaid was not bailiff of the fair of Stamford, etc., nor did he anything contrary to the tenor of the lord King's letters aforesaid, etc. ; nor distrained, etc., the before-mentioned merchants by their goods and merchandises as it is complained. For he says that he himself in the fair of S. Botulph in the second year of the now King sold to a certain

decem saccos lane pro sexaginta et quinque libris, solvendis eidem Clementi in nundinis Wintonie proximo sequentibus, etc. Et pro eo quod idem Henricus terminum suum non servavit de solucione, etc., idem Clemens in nundinis predictis de Staunford', ubi prefatum Henricum Kare cum bonis et mercimoniis suis invenit, se attachiavit ad sequendum versus eundem Henricum coram ballivis nundinarum de Staunford' predictarum pro debito predicto in forma juris secundum legem mercatoriam, etc. Et ibidem idem Henricus per inquisitionem in quam, etc., ad sectam ipsius Clementis convictus fuit quod tenebatur eidem Clementi in decem et novem libris et novem solidis de debito predicto. Per quod consideratum fuit ibidem quod Clemens recuperaret predictas xixl. et ixs. una cum dampnis suis, etc., ad viginti marcas occasione detencionis, etc. Et dicit quod iidem ballivi pro executione iudicii predicti facienda, prout moris est quosdam pannos dicti Henrici Kare per mercatores, etc., appreciare fecerunt, ad valenciam predictarum decem et novem librarum et novem solidorum et dampnorum predictorum, etc., et eosdem prefato Clementi liberaverunt occasione predicta, etc.; ita, videlicet, quod pannos predictos ex liberacione ballivorum nundinarum predictarum, etc., et non contra tenorem litterarum Domini Regis predictarum, sicut ei imponunt, etc. Et de hoc ponit se super patriam, etc.

Et predicti Johannes Walrant et omnes alii dicunt quod predictus Clemens, die et anno predictis fuit ballivus nundinarum de Staunford' predictarum, etc., et quod idem Clemens ipsos mercatores per pannos suos predictos de injuria sua propria distrinxit et pannos illos eisdem mercatoribus adhuc detinet, sicut superius queruntur, etc. Absque hoc quod predictus Henricus Kare debitor seu fidejussor alicujus debiti penes predictum Clementem extiterat et absque aliqua consideratione curie, etc., contra tenorem, etc., ut predictum est. Et hoc petunt quod inquiratur per patriam, etc. Et predictus Clemens similiter. Ideo veniat inde jurata coram Rege a die Pasche in tres septimanas, ubicunque, etc. Et qui nec, etc.

Henry Kare, merchant, above named, ten sacks of wool for sixty and five pounds, to be paid to the same Clement in the fair of Winchester next following, etc. And for that the same Henry did not keep his term of payment, etc., the same Clement in the aforesaid fair of Stamford, where he found the before-mentioned Henry Kare with his goods and merchandises, attached himself to sue against the same Henry before the bailiffs of the fair of Stamford aforesaid for the debt aforesaid in form of law according to the law merchant, etc. And there the same Henry by an inquisition in which, etc., was convicted at the suit of him, Clement, that he was bound to the same Clement in nineteen pounds and nine shillings in respect of the debt aforesaid; whereby it was awarded there that Clement should recover the aforesaid 19*l.* and 9*s.* together with his damages, etc., [assessed] at twenty marcs by occasion of the detention, etc. And he says that the same bailiffs in order to make execution of the judgment aforesaid, as is customary, caused certain cloths of the said Henry Kare to be appraised by the merchants, etc., to the value of the aforesaid nineteen pounds and nine shillings, and of the damages aforesaid, and delivered the same to the before-mentioned Clement by the means aforesaid, etc., namely, so that [he received] the cloths aforesaid from the delivery of the bailiffs of the fair aforesaid, etc., and not contrary to the tenor of the letters of the lord King aforesaid, as they impose on him, etc. And of this he puts himself upon the country, etc.

And the aforesaid John Walrant and all the others say that the aforesaid Clement the day and year aforesaid was bailiff of the fair of Stamford aforesaid, etc., and that the same Clement distrained those merchants by their cloths aforesaid because of his own proper injury; and he still detains those cloths from the same merchants, as above they complain, etc. Without this, that the aforesaid Henry Kare had been the debtor or surety of any debt touching the aforesaid Clement, and without any award of court, etc., contrary to the tenor, etc., and this they crave, that it be inquired by the country, etc. And the aforesaid Clement likewise. Therefore let a jury come about this before the King in three weeks of Easter Day, wheresoever, etc. And who neither, etc.

- (m. 1.) **37.** ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO SANCTE TRINITATIS, ANNO REGNI REGIS EDWARDI FILII REGIS EDWARDI OCTAVO. (1315.)

(m. 93d.)

Adhuc de xv. Sancte Trinitatis.

Huntingdon.

Frater Johannes Abbas de Rammeseye et Andreas le Moigne ballivus ipsius Abbatis de Sancto Ivone ² attachiati fuerunt ad respondendum Simoni Dederit, burgensi ville de Gynes de placito quare cum predictus Simon pannos et alia bona et mercimonia sua ad valenciam quadraginta librarum nuper ad nundinas predicti Abbatis de Sancto Ivone ad negociandum inde ibidem per Eustachium Everwyn valettum et servientem dicti Simonis transmisisset, et predictus ballivus pannos et alia bona et mercimonia predicta ad sectam Willelmi de Fynchingfeld' civis Londonie, pretextu cujusdam debiti in quo idem Willelmus prefatum Eustachium sibi teneri dicebat, ac si panni, bona et mercimonia illa fuissent propria bona ipsius Eustachii, non obstante quod idem Eustachius asseruerit dicto ballivo se non habere aliquam partem in pannis, bonis et mercimoniis illis et hoc verificare optulerit se paratum, attachiasset; et Rex postmodum ad sectam predicti Simonis mandaverit per brevia sua predictis Abbati et ballivis quod si ipsis legitime constare posset, pannos, bona et mercimonia predicta esse integraliter predicti Simonis et non prefati Eustachii, ipsumque Eustachium esse valettum et servientem ipsius Simonis et non habere aliquam partem in pannis, bonis et mercimoniis illis, tunc pannos bona et mercimonia illa dearrestari et predicto Simoni facerent liberari, predicti abbas et conventus et ballivus, spretis mandatis Regis predictis, pannos, bona et mercimonia predicta appreciari et predicto Willelmo per apreciacionem hujusmodi liberari fecerunt, minus juste, in ipsius Simonis grave dampnum et jacturam, ac Regis ac mandatorum Regis predictorum contemptum manifestum.

Et unde predictus Simon in propria persona queritur quod cum ipse pannos et alia bona et mercimonia sua ad valenciam quadraginta librarum nuper ad nundinas predicti Abbatis de Sancto Ivone de anno Regis nunc septimo ad negociandum inde ibidem per prefatum Eustacium valettum, etc., transmisisset; et predictus ballivus pannos et alia bona et mercimonia predicta ad sectam predicti Willelmi, civis, etc., pretextu cujusdam debiti in quo [*as above*], et hoc verificare optulerit se

¹ Coram Rege Roll 221. A much-abbreviated version appears in *Placitorum Abbreviatio*, p. 321.

² For other notices of the procedure in the fair of S. Ive's, see above, App. IV.

37. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF THE HOLY TRINITY IN THE EIGHTH YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD. (1315.)

Yet of the Quindisme of the Holy Trinity.

Hunting-
don. Brother John, abbot of Ramsey, and Andrew the Monk, bailiff of him the abbot at S. Ive's, were attached to answer to Simon Dederic, burgess of the town of Guisnes, on a plea wherefore when the aforesaid Simon had lately transmitted cloths and other his goods and merchandises, to the value of forty pounds, to the fair of the aforesaid abbot of S. Ive's, to trade with them there by Eustace Everwyn, yeoman and servant of the said Simon, and the aforesaid bailiff had attached the cloths and other goods and merchandises aforesaid at the suit of William of Finchingfield of London on the pretext of a certain debt in which the same William said that the before-mentioned Eustace was bound to him, as though those cloths, goods and merchandises had been the proper goods of Eustace himself, notwithstanding that the same Eustace asserted to the said bailiff that he had not any part in those cloths, goods and merchandises and offered himself ready to aver this; and the King after a time at the suit of the aforesaid Simon did command the said abbot and bailiffs by his writs that if it could be lawfully shown to them that the cloths, goods and merchandises aforesaid were wholly the property of the aforesaid Simon and not of the aforesaid Eustace, and that he, Eustace, was the yeoman and servant of him. Simon, and had not any share in those cloths, goods and merchandises, then they should cause those cloths, goods and merchandises to be released and delivered to the aforesaid Simon; the aforesaid abbot and convent and bailiff, spurning the King's mandates aforesaid, caused the cloths, goods and merchandises aforesaid to be appraised and delivered to the aforesaid William by appraisal of this sort, with less than justice, to his, Simon's, grievous damage and loss and to the manifest contempt of the King and of the King's mandates aforesaid.

And whereupon the aforesaid Simon in his proper person complains that whereas he himself had lately transmitted cloths and other his goods and merchandises, to the value of forty pounds, to the fair of the aforesaid abbot of S. Ive's of the seventh year of the now King, to trade with them there by the before-mentioned Eustace, yeoman, etc.; and the aforesaid bailiff had attached the cloths and other goods and merchandises aforesaid (namely, by twelve cloths of perse and medley and canvas, to the value of forty pounds, on Friday in the Morrow

paratum, attachiasset, videlicet per duodecim pannos de perseo et medleto et canevaz ad valenciam quadraginta librarum die Veneris in crastino Ascensionis Domini anno predicto; per quod Dominus Rex postmodum ad sectam predicti Simonis, etc. [*as above*], predicti Abbas et ballivus spretis, etc. [*as above*], minus juste. Unde predictus Simon dicit quod deterioratus est et dampnum habet ad valenciam centum librarum et contemptum Domini Regis mille librarum; et inde producit sectam, etc.

Et predictus Abbas per Johannem de Dene attornatum suum et predictus Andreas in propria persona veniunt et defendunt vim et injuriam, etc.; et quicquid est in contemptum Domini Regis, etc. Et predictus Abbas dicit quod in nullo est culpabilis de transgressione predicta, etc. Et de hoc ponit se super patriam, etc. Et predictus Simon similiter. Ideo veniat inde jurata coram Domino Rege in crastino Animarum ubicunque, etc.

Et predictus Andreas dicit quod ipse fuit tunc temporis ballivus dicti Abbatis in nundinis ubi predictus Willelmus de Fynchingfold attachiavit se ad sequendum versus predictum Eustachium de quodam debito triginta et trium librarum, per quod dictus Andreas, tanquam ballivus, etc., prefatum Eustachium per duodecim pannos in custodia sua ibidem inventos attachiari fecit ad respondendum, etc. Qui quidem Eustachius de debito predicto tandem [convictus] fuit, etc., per quod idem Andreas pannos predictos pro eo quod predictus Eustachius dixit se esse servientem dicti Simonis et nichil habere in pannis illis nisi custodiam ut serviens, etc., sub aresto custodire fecit usque in finem nundinarum predictarum, etc. Et quia predictus Simon durantibus nundinis predictis non venit pro pannis predictis calumpniandis et ut suis pannis propriis probandis, prefatus Andreas ballivus, etc., pannos illos, qui appreciebantur per mercatores ad hoc juratos ad novem decim libras, prefato Willelmo liberavit per appreciationem predictam in partem solucionis, etc., secundum legem mercatoriam; et hoc antequam aliquod breve Domini Regis sibi venit, etc., et antequam dictus Simon pannos predictos tanquam suos proprios probare se optulit. Et hoc paratus est verificare, etc. Et petit iudicium, etc.

Et predictus Simon dicit quod lex mercatoria talis est in omnibus et singulis nundinis per totum regnum, etc., quod si aliqua bona et mercimonia alicujus mercatoris alienigene ab extranea terra ducta, etc., arestentur et ille in cujus custodia bona et mercimonia illa arestata fuerint allegat ut serviens et valettus, etc., predicta bona et mercimonia sub aresto morari debent in custodia domini ferie illius usque ad feriam ejusdem loci in anno sequenti; quod si ille cui [est] proprietates bonorum

of the Ascension of Our Lord in the year aforesaid) at the suit of the aforesaid William, citizen, etc., on the pretext of a certain debt in which [*as above*], and offered himself ready to aver this; whereby the lord King afterwards at the suit of the aforesaid Simon, etc. [*as above*] . . . the aforesaid abbot and bailiff spurning, etc. [*as above*], with less than justice. Whereby the aforesaid Simon says that he is the worse and has loss to the value of one hundred pounds, and the contempt of the lord King one thousand pounds: and thereof he produces suit, etc.

And the aforesaid abbot by John de Dene his attorney and the aforesaid Andrew in his proper person come and defend force and injury, etc., and whatever is in contempt of the lord King, etc. And the aforesaid abbot says that in no way is he guilty of the trespass aforesaid, etc. And of this he puts himself upon the country, etc. And the aforesaid Simon likewise. Therefore a jury is to come about it before the lord King in the Morrow of All Souls, wheresoever, etc.

And the aforesaid Andrew says that he was at that time bailiff of the said abbot in the fair where the aforesaid William of Finchingfield attached himself to sue against the aforesaid Eustace for a certain debt of thirty-three pounds, whereby the said Andrew, as bailiff, etc., caused the before-mentioned Eustace to be attached, by twelve cloths found in his custody there, to answer, etc. And this Eustace indeed was at last convicted of the debt aforesaid, etc., whereby the same Andrew caused the cloths aforesaid to be kept under arrest until the close of the fair aforesaid etc., for that the aforesaid Eustace said he was the servant of the said Simon and had no interest in those cloths except their custody as servant, etc. And because the aforesaid Simon during the fair aforesaid did not come to claim the aforesaid cloths and to prove them as his own proper cloths, the aforesaid Andrew the bailiff, etc., delivered those cloths, which were appraised by the merchants, sworn for this, at nineteen pounds, to the before-mentioned William by the appraisal aforesaid in part payment, etc., according to the law merchant, and this before any writ of the lord King came to him, etc., and before the said Simon offered himself to prove the cloths aforesaid as being his own. And this he is prepared to aver, etc. And he craves judgment, etc.

And the aforesaid Simon says that the law merchant is this in all and every fair throughout the whole realm, etc.: that if any goods and merchandises of any alien merchant brought from a strange land, etc., be arrested, and he in whose custody those goods and merchandises were arrested alleges as servant and yeoman, etc., the aforesaid goods and merchandises ought to be detained under arrest in the custody of the lord of that fair until the fair of the same place in the following year; and if he to whom pertains the property in goods and merchandises so

et mercimoniorum sic arestatorum infra illam feriam non venerit pro predictis bonis et mercimoniis calumpniandis et ut sua propria probandis, tunc in fine ferie illius bona et mercimonia illa appreciari et in execucione poni debent, secundum legem mercatoriam predictam, etc., et non alio modo, etc. Et quod lex mercatoria sit talis, etc., predictus Simon paratus est verificare per mercatores, etc.

Et predictus Andreas dicit quod lex mercatoria talis est: quod si aliquis mercator, tam alienigena quam indigena, allegat bona et mercimonia in custodia sua inventa, per que attachiatus fuerit, non esse, nec pars, etc., nisi ille cui proprietas bonorum et mercimoniorum sic attachiatorum esse asserit veniat durantibus nundinis illis pro bonis et mercimoniis illis calumpniandis, etc., eadem bona et mercimonia sic attachiata, in fine earum nundinarum statim per mercatores ad¹ hoc juratos appreciari debent et inde execucio fieri, etc., absque ulteriori dilatione, etc. Et hoc paratus est verificare per mercatores, etc. Et predictus Simon similiter. Ideo preceptum est vicecomitibus Londonie, Lincolnesire, Suthantone et Norhantesire quod quilibet predictorum vicecomitum venire faciat coram Rege ad prefatum terminum duodecim probos et legales mercatores de balliva sua, videlicet vicecomites Londonie, duodecim de Londonia; vicecomes Lincolnesire, duodecim de civitate Lincolnie; vicecomes Suthantone duodecim de civitate Wyntonie, vicecomes Norhantesire duodecim de villa Norhantone, per quos, etc., ad recogn[oscendum], etc.

(m. 1.) **38.** ² PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO SANCTE TRINITATIS ANNO REGNI REGIS EDWARDI FILII REGIS EDWARDI DECIMO FINIENTE. (1316.)

(m. 100d.) **Adhuc de Octabis Sancti Johannis.**

Kancia. Monstraverunt Regi Petrus Blanchon et Willelmus du Boys, mercatores de Podio in Vallania quod cum ipsi duo dolia de averiis ponderis in quadum navi apud Sandwycum, ducenda exinde usque Londoniam ad commodum suum inde ibidem faciendum posuissent, et navis illa postmodum per maris intemperiem prope insulam de Shepeye fracta fuisset; et licet marinarii et alii tunc in navi illa existentes vivi ad terram pervenissent, per quod dolia illa Wreccum Maris dici non debeant, secundum legem et consuetudinem regni Regis: et dolia illa unacum aliquibus bonis in eisdem doliis inventis in manibus quorundam hominum de partibus de Shepeye sint inventa, prout per quandam

¹ 'et' in MS.

² Coram Rege Roll 229. For other cases of wreck see *Placitorum Abbreviatio*, s.v.

arrested shall not come to claim the aforesaid goods and merchandises and to prove them as his own, then at the close of that fair those goods and merchandises ought to be appraised and placed in execution according to the law merchant aforesaid, etc., and not in any other manner, etc. And that the law merchant is such as this, etc., the aforesaid Simon is ready to aver by [the oath of] the merchants, etc.

And the aforesaid Andrew says that the law merchant is this, that if any merchant, as well alien as native born, alleges goods and merchandises found in his custody, whereby he shall have been attached, not to be, nor any part, etc., unless he in whom he asserts the property in the goods and merchandise to be do come during that fair to claim those goods and merchandises, etc., the same goods and merchandises so attached at the close of that fair ought to be immediately appraised by merchants sworn to this and execution made thereof, etc., without further delay ; and this he is ready to aver by merchants, etc. And the aforesaid Simon likewise. Therefore precept is sent to the sheriffs of London, Lincolnshire, Southampton and Northamptonshire that each of the aforesaid sheriffs cause to come before the King at the before-mentioned term twelve good and lawful merchants of his bailiwick, namely, the sheriffs of London twelve from London ; the sheriff of Lincolnshire twelve from the city of Lincoln ; the sheriff of Southampton twelve from the city of Winchester ; the sheriff of Northamptonshire twelve from the town of Northampton, by whom, etc., to make recognition, etc.

38. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF THE HOLY TRINITY IN THE TENTH YEAR (ENDING) OF THE REIGN OF KING EDWARD SON OF KING EDWARD. (1316.)

Yet of the Octaves of S. John [the Baptist].

Kent.

Peter Blanchon and William du Boys, merchants of Padua in the Veronese, showed to the King that whereas they had put two casks of *avers de poise* in a certain ship at Sandwich to be taken thence to London,¹ to make their profit of them there, and that ship afterwards was broken by the stormy condition of the sea near the island of Sheppey, and though the mariners and others then being in that ship had come to land alive, whereby those casks ought not to have been called 'wreck of the sea,'² according to the law and custom of the King's realm, and those casks, together with certain goods found in the same casks, are found in the hands of certain men of the parts of Sheppey, as by a

¹ Cf. above, p. 16, l. 15.

² This custom seems to have been accepted both in the common and in the maritime law.

inquisicionem inde ad mandatum Regis factam plenius est compertum, tu¹ tamen bona illa sic inventa prefatis mercatoribus restituere hucusque distulisti¹ in ipsorum dispendium non modicum et jacturam, et contra tenorem mandatorum Regis tibi prius inde directorum. Et quia prefatis mercatoribus Rex vult in hac parte cum justitia subvenire; preceptum fuit vicecomiti quod vocatis² coram se illis ad quorum manus pars bonorum predictorum ut premittitur devenerit³ et similiter aliis de balliva sua ad quorum manus residuum⁴ bonorum predictorum, per inquisicionem inde faciendam vel alio modo legitimo, sibi constare poterit⁵ devenisse, omnes illos quos bona predicta vel aliquam partem eorundem inveniri contigerit taliter occupasse sine dilacione compelleret ad⁶ bona predicta prefatis mercatoribus restituere,⁷ quatenus iidem mercatores bona illa esse sua per legem mercatoriam vel alio modo legitimo poterunt edocere. Et si forte aliquos resistentes seu culpabiles invenerit in hac parte, tunc eos attachiaret, ita quod eos haberet coram Rege hic ad hunc diem scilicet in Octabis Sancti Johannis Baptiste ubicumque, etc., ad respondendum prefatis mercatoribus de bonis predictis et ad faciendum, etc.; et ulterius quod curia, etc.

Ad quem diem predictus vicecomes minus sufficienter respondit. Ideo sicut prius preceptum est vicecomiti quod vocatis coram se illis ad quorum manus aliqua pars bonorum predictorum, etc., et similiter aliis de balliva sua ad quorum manus residuum⁴ bonorum predictorum per inquisicionem, etc., vel alio modo legitimo, sibi constare poterit, [devenisse] omnes illos quos bona predicta vel aliquam partem eorundem inveniri contigerit, etc., sine dilacione compellat ad⁶ bona predicta prefatis mercatoribus, etc., quatenus iidem mercatores bona illa esse sua per legem mercatoriam vel alio modo legitimo poterint edocere. Et si forte aliquos resistentes seu culpabiles invenerit, etc., tunc eos attachiaret, ita quod eos habeat coram Rege a die Sancti Michaelis in unum mensem ubicumque, etc., ad respondendum prefatis mercatoribus, etc.; et ad faciendum, etc., et ulterius quod cur[ia], etc.

¹ Sic. This and other solecisms are probably due to a confused recital of the original writ.

² 'vocaret' in roll.

³ 'devenerint' in roll.

⁴ 'residuorum' in roll.

⁵ 'poterunt' in roll.

⁶ 'ac' in roll.

⁷ 'restitueret' in roll.

certain inquisition thereupon made at the King's command is more fully found, you however have up to now delayed to make restitution of those goods so found to the before-mentioned merchants, to their no small expense and loss and contrary to the tenor of the King's mandates previously directed to you thereupon. And because the King wishes to assist the before-mentioned merchants in this matter with justice, precept was sent to the sheriff that having called before him those to whose hands part of the goods aforesaid has come, as is premised, and likewise others of his bailiwick to whose hands it may have become known to him (by inquisition to be made thereof or by other legitimate means) that the residue of the aforesaid goods has come, he should without delay compel all those who may be found to have thus taken possession of those goods or any part of them, to restore the goods aforesaid to the before-mentioned merchants, so far as the same merchants shall be able to demonstrate by the law merchant or other legitimate method that those goods are theirs. And if by chance he shall have found any resisting or culpable in that behalf, then he should attach them, so that he should have them before the King here at this day, namely, in the Octaves of S. John the Baptist, wheresoever, etc., to answer the before-mentioned merchants as to the aforesaid goods and to do, etc. And further what the court, etc.

At which day the aforesaid sheriff made an insufficient answer. Therefore as before precept was sent to the sheriff that having called before him those to whose hands any part of the goods aforesaid, etc., and likewise others of his bailiwick to whose hands the residue of the goods aforesaid by inquisition, etc., or by other legitimate means there may be made known to him all those who shall be found to have, etc., the goods aforesaid, etc., without delay he is to compel them to restore the aforesaid goods to the before-mentioned merchants, so that the same merchants shall be able to demonstrate, by the law merchant or other legitimate method, that those goods are theirs. And if by chance he shall have found any resisting or culpable, etc., then he should attach them so he may have them before the King in one month from the day of S. Michael, wheresoever, etc., to answer to the before-mentioned merchants, etc., and to do, etc., and further what the court, etc.

39. ¹PLACITA CORAM BARONIBUS DE SCACCARIO ANNO XIIIJ^o
[REGNI REGIS EDWARDI FILII REGIS EDWARDI]. (1321.)

(m. 15.)

Adhuc de Crastino Sancti Hillarii.

Midd.

²Et predicti mercatores et similiter predicti abbas et Thomas per attornatos eorum veniunt, et iidem mercatores queruntur quod predictus Thomas die Lune in Vigilia Sancti Martini anno regni Regis nunc xiiij^o, sub colore ballive sue et absque warranto, pannos et alia bona et mercimonia predictorum mercatorum in nundinis Westmonasterii ad valenciam Dl. ad sectam Johannis Prioris pro debito Johannis ducis Brabancie, de quo fidejussores non existunt, arestavit, et sic xxvij pannos de Lovaigne precii ciiij^{xx}xijl. de bonis suis predictis sub hujusmodi aresto adhuc detinet, minus juste, in contemptu Domini Regis et contra proteccionem suam predictam, etc., et ad dampnum ipsorum mercatorum, Dl., etc.

Et predictus Thomas defendit vim et injuriam, etc., et dicit quod virtute brevis Domini Regis eidem Thome ballivo directi de execucione judicii coram ipso Thoma in curia nundinarum predicti abbatis in nundinis Westmonasterii anno regni predicti Domini Regis nunc xiiij^o reddit, inter dictum Johannem Priour et pre[dictos] mercatores de debito lxxvj. vijs. vd. quod idem Johannes Priour versus ipsos mercatores in nundinis predictis recuperaverat facienda, predictos xxvij pannos de valore predictarum lxxvj. vijs. vd. prefato Johanni Priour liberavit absque injuria facienda, etc. Et hoc paratus est verificare qualitercumque, etc.

Et predicti mercatores dicunt quod judicium aliquod in curia nundinarum predictarum inter predictum Johannem Priour et ipsos mercatores predictos anno xiiij^o redditum non fuit, nec idem Johannes Priour debitum aliquod versus ipsos mercatores recuperavit; et quod idem Thomas colore ballive sue et absque warranto, ex malicia sua propria predictos xxvij pannos precii ciiij^{xx}xijl. arestavit et sub hujusmodi aresto adhuc detinet injuste, prout superius queruntur, etc. Et hoc petunt quod inquiratur per patriam, etc. Et predictus Thomas similiter, etc. Ideo preceptum est vicecomiti quod non omittat propter libertatem predictam, etc., quin venire faciat coram prefatis Baronibus in Crastino Animarum xij, etc., tam de mercatoribus alienis quam indigenis nundinarum predictarum per quos, etc. Et idem dies datus est partibus

¹ P.R.O., Exchequer Plea Roll 43.

² For the process in this case, referred to the Barons by the King's writ, see also p. 151 sq.

39. PLEAS BEFORE THE BARONS OF THE EXCHEQUER, IN THE 14TH YEAR OF THE REIGN OF KING EDWARD SON OF KING EDWARD. (1321.)

Yet of the Morrow of S. Hilary.

Middlesex.

¹ And the aforesaid merchants and likewise the aforesaid abbot and Thomas by their attorneys come, and the same merchants complain that the aforesaid Thomas, on Monday in the Eve of S. Martin in the 14th year of the reign of the now King, under colour of his bailivate and without warrant arrested cloths and other goods and merchandises of the aforesaid merchants in the fair of Westminster to the value of 500*l.* at the suit of John Prior for a debt of John duke of Brabant, whereof they are not sureties, etc., and so he still detains 27 cloths of Louvain, priced at 192*l.*, of his goods aforesaid under such arrest, unjustly, in contempt of the lord King and contrary to his protection aforesaid, etc., and to the loss of those merchants 500*l.*, etc.

And the aforesaid Thomas defends the force and injury, etc., and he says that by virtue of a writ of the lord King directed to the same Thomas the bailiff for execution to be made of a judgment rendered before him, Thomas, in the fair court of the aforesaid abbot in the fair of Westminster in the 13th year of the reign of the aforesaid lord King, between the said John Prior and the aforesaid merchants for a debt of 76*l.* 7*s.* 5*d.* which the same John Prior had recovered against them, the merchants, in the fair aforesaid, he had delivered the aforesaid 27 cloths of the value of the aforesaid 76*l.* 7*s.* 5*d.* to the before-mentioned John Prior without injury to be made, etc. And this he is prepared to aver in any way soever, etc.

And the aforesaid merchants say that any judgment in the court of the fair aforesaid between John Prior and them, the merchants aforesaid, in the 13th year was not rendered, nor did the same John Prior recover any debt against them, the merchants, and that the same Thomas, by colour of his bailivate and without warrant, of his own proper malice arrested the aforesaid 27 cloths of the price of 192*l.* and under arrest of that sort still unjustly detains them, as they complain above, etc. And this they ask that it may be inquired by the country, etc., and the aforesaid Thomas likewise, etc. Therefore precept is sent to the sheriff that he omit not by reason of the liberty aforesaid, etc., to cause to come before the aforesaid Barons on the Morrow of All Souls, 12, etc., from merchants of the fair aforesaid as well aliens as denizens, by whom, etc. And the same day is given to the parties aforesaid. On which day the

¹ See note 2 opposite.

predictis. Quo die partes veniunt et habent diem ulterius in Crastino Sancti Martini. Et preceptum est vicecomiti, sic ut alias, quod venire faciat xij, etc. Ad quem diem partes predictae veniunt et ob defectum juratorum ac pro eo quod dicta jurata fieri non potest absque dictis mercatoribus, tam alienis quam indigenis nundinarum predictarum, datus est dies partibus eisdem a die Sancti Michaelis in tres septimanas. Et preceptum est vicecomiti quod distringat juratores, etc. Quo die loquela remansit sine die per absenciam Baronum tunc apud Eboracum existencium; et resummonita fuit dicta loquela a die Pasche in xv. dies apud Eboracum, nisi prius, etc.

Postea, continuato dicto processu inter partes predictae, eedem partes habent diem in Crastino Sancti Martini anno regni Domini Regis nunc xvij°. Quo die predicti mercatores [veniunt] per Ricardum de Not[ingham] attornatum eorum. Et predictus Thomas per Willelmum de Esthale attornatum suum venit. Et juratores similiter veniunt, etc. Et idem Thomas dicit quod ad captionem dicte jurate procedi non debent: quia dicit quod predicti mercatores remiserunt, relaxarunt et omnino quietum clamaverunt imperpetuum eidem Thome omnimoda actiones, debita, transgressiones, querelas et demandas que versus eum unquam habuerunt, etc. Et inde ostendit quandam literam acquietancie quam dicit esse factum dictorum mercatorum, in hec verba.¹

(m. 15d.) Et predicti mercatores habito visu predictae litere acquietancie dicunt quod non est factum eorum. Et hoc petunt quod inquiratur per patriam, etc. Et predictus Thomas dicit quod predicta litera acquietancie est factum eorundem mercatorum, et quod eum fecerunt apud Brugenorth. Et hoc petit similiter quod inquiratur per patriam. Ideo datus est dies partibus in Crastino Sancti Nicholai. Et preceptum est vicecomiti Salop' quod venire faciat xij, etc., de visneto de Brugenorth' per quos, etc., ad recognoscendum, etc. Et etiam preceptum est eidem vicecomiti Salop' et similiter, vicecomiti Wygorn', quod venire faciat ad eundem diem predictos Simonem Dod, Henricum et ceteros testes in predicta litera acquietancie nominatos ad certificandum Baron[es] super litera acquietancie predicta, etc. Et dictum est attornato dicti Thome quod sit ad diem predictum in propria persona, etc.²

Postea ad predictam Quindenam Pasche veniunt predicti mercatores per predictum Ricardum de Nottingham attornatum eorum. Et pre-

¹ See below, App. IV, (p. 153), for the release which follows, granting that the plaintiffs shall be 'imperpetuum exclusi' from pursuing their claim.

² For adjournments and evasions of witnesses between S. Nicholas and Easter see p. 153.

parties come and have a day, further, on the Morrow of S. Martin. And precept is sent to the sheriff, as at other times, that he cause to come 12, etc. At which day the parties aforesaid come, and for default of jurors and for that the said jury cannot be made up without the said merchants of the fair aforesaid, as well aliens as denizens, a day is given to the same parties, in three weeks from the Day of S. Michael. And precept is sent to the sheriff that he distrain the jurors, etc. On which day the plea remained without a day by the absence of the Barons, they being then at York; and the said plea was summoned again in 15 days of Easter at York, unless, etc.

Afterwards, the said process between the parties aforesaid being continued, the same parties have a day on the Morrow of S. Martin in the 17th year of the reign of the now lord King. On which day the aforesaid merchants [come] by Richard of Nottingham their attorney. And the aforesaid Thomas by William of Esthalle, his attorney, comes. And the jurors likewise come, etc. And the same Thomas says that they ought not to proceed to the taking of the said inquest: because he says that the aforesaid merchants have remitted, released and altogether quitclaimed for ever to the same Thomas all manner of actions, debts, transgressions, quarrels and demands which they ever had against him, etc. And for that he shows a certain letter of acquittance, which he says is the deed of the said merchants in these words.¹

And the aforesaid merchants having had a view of the aforesaid letter of acquittance say that it is not their deed. And they ask that it may be inquired of by the country, etc. And the aforesaid Thomas says that the aforesaid letter of acquittance is the deed of the same merchants, and that they made it at Bridgenorth. And he asks likewise that it may be inquired of by the country. Therefore a day is given to the parties on the Morrow of S. Nicholas. And precept is sent to the sheriff of Shropshire that he do cause to come 12, etc., of the neighbourhood of Bridgenorth by whom, etc., to make recognition, etc. And also precept is sent to the same sheriff of Shropshire, and likewise to the sheriff of Worcestershire that he do cause to come at the same day the aforesaid Simon Dod, Henry and the other witnesses named in the aforesaid letter of acquittance, in order to certify the Barons on the letter of acquittance aforesaid, etc. And it is said to the attorney of the said Thomas that he is to be at the day aforesaid in his proper person, etc.²

Afterwards at the aforesaid Quindisme of Easter come the aforesaid merchants by the aforesaid Richard of Nottingham their attorney.

¹ See note 1 opposite.

² See note 2 opposite.

dictus Thomas Seman non venit. Et iidem mercatores petunt quod ex quo idem Thomas prius cognovit, quod predictos pannos arrestavit, et illos prefato Johanni Priour liberavit, et super hoc se in juratam patrie posuit, ut predictum est, et postmodum, ad excludendum ipsos mercatores ab actione sua de pannis suis predictis, protulit predictam literam acquietancie quam factum ipsorum mercatorum esse verificare pretendebat, quam quidem verificationem idem Thomas modo non prosequitur, etc., petunt iudicium de predicto Thoma, tanquam indefenso, etc.; et petunt predictas ciiij^{xx}xijl. de precio predictorum xxvij pannorum suorum eis per predictum Thomam resortiri, et dampna sua per iudicium curie eis adjudicari, etc.

Dampna
cc marce.
Capiatur.

Ideo consideratum est quod predicti Henricus Mays, Franco de Colonia, Willelmus Herynt, Nicholaus de Ulteme et ceteri mercatores predicti recuperent versus predictum Thomam Seman predictas ciiij^{xx}xijl. de precio pannorum predictorum, et dampna sua que taxantur per discrecionem Baronem ad cc. marcas: et idem Thomas capiatur.

Postea preceptum fuit vicecomiti Midd' quod de bonis et catallis ipsius Thome levare faceret predictas ciiij^{xx}xijl. et cc. marcas et eas haberet hic in Crastino Sancte Trinitatis predictis mercatoribus solvendas, etc. Et vicecomes mandavit quod predictus Thomas nulla habet bona seu catalla, terras vel tenementa in balliva sua unde denarii predicti levare potuerunt. Et predicti mercatores ad eundem diem venerunt et petierunt dictum abbatem compelli ad satisfaciendum super premissis in defectum predicti ballivi sui, juxta tenorem mandati Domini Regis, etc.

Et preceptum est vicecomiti quod venire faciat hic in Crastino Sancti Michaelis predictum abbatem ad ostendendum si quid pro se habeat vel dicere sciat quare predictae ciiij^{xx}xijl. de precio pannorum predictorum et cc. marce de dampnis, etc., ob insufficienciam dicti ballivi sui, de terris et catallis ipsius abbatis levare et prefatis mercatoribus solvi non debent.

Ad quem diem, videlicet in Crastino Sancti Michaelis anno xvij^o, mercatores et abbas per attornatos suos venerunt et habent diem a die Sancti Hillarii in xv. dies, prece parcium, eo statu, etc. Et ad diem illum mercatores predicti et similiter predictus abbas per eorum attornatos

And the aforesaid Thomas Seman does not come. And the same merchants ask that since the same Thomas before acknowledged that he arrested the aforesaid cloths and delivered them to the before-mentioned John Prior, and hereupon put himself on a jury of the country, as is aforesaid, and afterwards, to exclude those merchants from their action with regard to their cloths aforesaid, he proffered the aforesaid letter of acquittance which he pretended to aver was the deed of the merchants themselves, which averment indeed the same Thomas now does not pursue, etc., they crave judgment of the aforesaid Thomas as being undefended, etc. And they ask for the aforesaid 192*l.* as the price of their aforesaid 27 cloths to be made good to them by the aforesaid Thomas, and their damages by judgment of the court to be adjudged to them, etc.

Therefore it is awarded that the aforesaid Henry Mays, France of Cologne, William Herynt, Nicholas de Ulteme and the other merchants aforesaid are to recover against the aforesaid Thomas Seman the aforesaid 192*l.* for the price of the cloths aforesaid and their damages which are taxed by the discretion of the Barons at 200 marcs; and let the same Thomas be taken.

Damages
200 marcs.
Let him be
taken.

Afterwards precept was sent to the sheriff of Middlesex that from the goods and chattels of him, Thomas, he should cause to be levied 192*l.* and 200 marcs, and that he should have them with him here on the Morrow of the Holy Trinity to be paid to the aforesaid merchants, etc. And the sheriff reported that the aforesaid Thomas has no goods or chattels, lands or tenements in his bailiwick from which the moneys aforesaid could be levied. And the aforesaid merchants at the same day came and asked that the said abbot be compelled to give satisfaction in the premises in default of his aforesaid bailiff, according to the tenor of the lord King's mandate, etc.

And precept is sent to the sheriff that he is to cause the aforesaid abbot to come here on the Morrow of S. Michael to show if he has anything to say wherefore the aforesaid 192*l.* for the price of the cloths aforesaid and the 200 marcs for damages ought not to be levied from the lands and chattels of him, the abbot, on account of the insufficiency of his said bailiff, and to be paid to the before-mentioned merchants.

At which day, namely, on the Morrow of S. Michael in the 18th year, the merchants and abbot come by their attorneys and have a day in 15 days from S. Hilary, by the prayer of the parties, in that state, etc. And at that day the merchants aforesaid and likewise the aforesaid abbot came by their attorneys. And the lord King sent here his writ

ven[erunt]. Et Dominus Rex mandavit hic breve suum de magno sigillo suo quod est inter *Communia* de anno xviiij^o in hec verba.¹

Et dicit idem abbas quod predictum breve originale super quo dictus processus fundatur indebite emanavit, cum nullus per legem et consuetudinem regni Anglie teneatur respondere de personali facto alterius. Et petit iudicium de eodem brevi si ad sectam predictorum mercatorum de facto dicti Thome Seman respondere teneatur.

Et predicti mercatores dicunt quod predictus Thomas fuit ballivus et minister ipsius abbatis de libertate ejusdem abbatis in nundinis predictis ad ea que libertatem illam et jurisdictionem ibidem spectabant loco et nomine ipsius abbatis facienda, que idem abbas fecisse debuit si personaliter, etc. Et factum predicti Thome in hac parte censeri debeat factum ipsius abbatis, cum ut ballivus et minister, etc., et jurisdictionem abbatis excercens, dicta bona dictorum mercatorum arestavit ut premittitur; et quod idem abbas inde ob insufficienciam dicti Thome satisfacere tenetur, etc., et inde similiter petunt iudicium. Ideo datus est dies eisdem partibus hic a die Pasche in xv. dies de audiendo iudicio suo, etc.

Postea habent diem, in Crastino Sancti Johannis Baptiste, eo statu, etc. Ad quem diem predictus abbas in propria persona sua et predicti mercatores per Ricardum de Notyngham attornatum eorum venerunt et inspecto processu predicto consideratum est quod idem abbas eat sine die; et predicti mercatores pro falso clamore suo versus eum in

Misericordia. misericordia.

(m. 1.) **40.** ² PLACITA CORAM BARONIBUS DE SCACCARIO DE CRASTINO PURIFICATIONIS BEATE MARIE ANNO XIV^o [REGNI REGIS EDWARDI FILII REGIS EDWARDI]. (1321.)

(m. 21.)
London.

Thomas Mustard de Bristollia venit hic coram Baronibus et queritur de Ricardo de Elsefeld, nuper constabulario Burdegalie de hoc quod, cum idem Thomas nuper misisset quemdam Walterum atte Stro[n]de de Waterford in Hibernia, servientem ipsius Thome ad partes Flandrie, cum quibusdam lanis ejusdem Thome Mustard ibidem vendendis; idem que Walterus atte Stro[n]de in domo cujusdam Guyllelmi de Cornubia, ubi hospitatus erat, ut dicitur intestatus decessit; predictus

¹ For the King's writs to the Barons in this case see p. 90, n. 2, and pp. 151, 152, 154.

² Exchequer Plea Roll 43.

of his Great Seal, which is among the *Communia* of the 18th year, in these words.¹

And the same abbot says that the aforesaid original writ upon which the said process is founded was issued improperly, since none by the law and custom of the realm of England is bound to answer for the personal act of another. And he asks for judgment on the same writ, whether he is bound, at the suit of the aforesaid merchants, to answer for the act of the said Thomas Seman.

And the aforesaid merchants say that the aforesaid Thomas was bailiff and minister of him, the abbot, of the liberty of the same abbot in the fair aforesaid to do those things that concerned that liberty and the jurisdiction thereof in the place and name of him, the abbot, which things the same abbot ought to have done if personally, etc. And the act of the aforesaid Thomas herein ought to be regarded as the act of the abbot himself, when as bailiff and minister, etc., and exercising the jurisdiction of the abbot he arrested the said goods of the said merchants, as is premised ; and that the same abbot is bound to give satisfaction by reason of the insufficiency of the said Thomas, etc., and they likewise ask for judgment thereof. Therefore a day is given to the same parties, here, in 15 days of Easter Day for hearing their judgment, etc.

Afterwards they have a day on the Morrow of S. John the Baptist in that state, etc. At which day the same abbot in his proper person and the aforesaid merchants by Richard of Nottingham, their attorney, came, and the process aforesaid having been inspected, it is awarded that the same abbot is to go without a day ; and the aforesaid merchants, for their false claim against him, in mercy.

In mercy.

40. PLEAS BEFORE THE BARONS OF THE EXCHEQUER, OF THE MORROW OF THE PURIFICATION OF THE BLESSED MARY IN THE 14TH YEAR [OF THE REIGN OF KING EDWARD, SON OF KING EDWARD.] (1321.)

London.

Thomas Mustard of Bristol comes here before the Barons and complains of Richard of Ellesfeld, lately constable of Bordeaux, for this, that whereas the same Thomas had lately sent a certain Walter at the Stro[n]de² of Waterford in Ireland, servant of the same Thomas, to the parts of Flanders with certain wools of the same Thomas Mustard to be sold there, and the same Walter atte Stro[n]de died intestate, as it is said, in the house of a certain William of Cornwall, where he was lodging, the

¹ See note 1 opposite.

² Presumably for Stronde (Strand) ; he is also called 'atte Rode.'

Ricardus sub colore officii sui et absque warranto, bona et catalla ipsius Thome Mustard in custodia predicti Walteri ibidem existencia, per mortem ejusdam Walteri predicto Guyllelmo de Cornubia, hospiti ejusdem Walteri atte Stro[n]de liberata custodienda, ad valenciam lxxv^l. xs. vj^d. cepit et abduxit, et voluntatem suam inde fecit, etc. Et profert inde quandam indenturam, quam dicit esse factum predicti Ricardi, in hec verba :

Patet universis per presentem indenturam quod nos Ricardus de Elesefeld, decanus ecclesie Sancti Martini Magni Londonie, constabularius Burdegalie, recognoscimus nos habuisse et recepissee per manus Edmundi de Elesefeld, prepositi Umbr[arie] Burdegalie,¹ nomine regio, et pro jure suo in hac parte, per mortem Walteri atte Rode de Waterford' in Hibernia, qui nuper in civitate Burdegalie decessit intestatus, in domo in qua Magister Guillelmus de Marche le clericus et notarius moratur ante Umbr[ariam] Burdegalie ; de bonis dicti defuncti inventis² ibidem in custodia Guillelmi de Cornubia morantis in dicta domo, quia nullus heres vel alius propinquus qui jus posset clamare in illis bonis tunc apparebat, cui bona hujusmodi possent de jure vel racione remanere, subtractis de dictis bonis triginta quinque libris duobus solidis et sex denariis Burdegalie que inde solute fuerunt pro exequis ipsius Walteri defuncti, per manus dicti magistri Guillelmi de Marche le, illis quibus debebantur, ducentos quater viginti et quinque denarios auri de Agno, decem et novem florenos de Floren[cia], septem libras-septem solidos et duos denarios sterlingorum, preter sexaginta florenos de Florencia et unum palefridum quos idem Walterus tradiderat in vita sua Aruni de la Lande et Johanni de Campo veteri, civibus Burdegalie in partem solucionis precii triginta trium tonellorum vini que ab ipsis emerat, sicut inventario inde facto plenius continetur. De quibus pecuniarum summis sic per nos receptis, nomine quo supra, promittimus Domino nostro Regi et Duci, vel heredibus dicti defuncti, aut illi vel illis ad quem vel ad quos peccunia hujusmodi pertinebit et fuerit reddenda, respondere et satisfaccionem debitam facere cum super hoc fuerimus requisiti. Ac prefatos magistrum Guillelmum et Guillelmum de Cornubia de captione denariorum hujusmodi indempnes totaliter observare. Et hec significamus omnibus et singulis quorum interesse potest per presentem indenturam, sigillis dictorum magistri Willelmi de Marche le et Guillelmi de Cornubia et nostro alternatim sigillatam. Data et acta Burdegalie, ultima die mensis Augusti, anno Domini Millesimo CCC^{mo} vicesimo. Cui indenture

¹ See above, p. 14 sq.

² As to the contents of this inventory see below, p. 94.

aforesaid Richard, under colour of his office and without warrant, took and carried away goods and chattels of him, Thomas Mustard (being in the custody of the aforesaid Walter there, through the death of the same Walter delivered for custody to the aforesaid William of Cornwall, the host of the same Walter, to the value of 75*l.* 10*s.* 6*d.*), and dealt with them at his will, etc. And as to this he proffers a certain indenture which he says is the deed of the aforesaid Richard in these words :

Be it known to all by the present indenture that I, Richard of Ellesfeld, dean of the church of S. Martin the Great of London, Constable of Bordeaux, acknowledge that I have had and received by the hands of Edmund of Ellesfeld, provost of l'Ombrière of Bordeaux, in the King's name and for his rights in this matter through the death of Walter at the Road of Waterford in Ireland, who lately died in the city of Bordeaux intestate, in the house in which Master William de Marche, clerk and notary, sojourns before l'Ombrière of Bordeaux ; in respect of the goods of the said defunct found there in the custody of William of Cornwall sojourning in the said house ; (because no heir or other relation who might claim a right in those goods appeared then, with whom goods of this sort might lawfully or with reason remain) subtracting from the said goods thirty-five pounds two shillings and sixpence of Bordeaux [currency] (which were paid out therefrom for the exequies of him, Walter, defunct, by the hands of the said Master William de Marche, to those to whom they were due), two hundred and eighty-five gold pennies of the Lamb, nineteen florins of Florence, seven pounds seven shillings and twopence sterling, besides sixty florins of Florence and one palfrey, which the same Walter had made over while he was alive to Arun de la Lande and John de Campo, the elder, citizens of Bordeaux, in part payment of the price of thirty-three tuns of wine which he had bought from them, as in the inventory made thereof is more fully contained. Of which sums of money so received by us, in the name as above, we promise to our lord the King and Duke, or to the heirs of the said defunct, or to him or them to whom such money shall pertain and is to be rendered, to answer and give due satisfaction when requisition shall be made to us hereupon ; and to preserve the aforesaid Master William and William of Cornwall totally unharmed in respect of the taking of the moneys in question. And we make these things known to all and singular whom it may interest by the present indenture, sealed with the seals of the aforesaid Master William de Marche and William of Cornwall and our own interchangeably. Given and done at Bordeaux, the last day of the month of August, in the year of our Lord one thousand three hundred and twenty. To which indenture was appended

fuit appositum sigillum regium quo utitur in Burdegalia ad contractus, per me Johannem Guitardi, custodis ejusdem requisitum a partibus ad majus testimonium veritatis. Acta et data ut supra.

Unde predictus Thomas dicit quod cum consuetudo in partibus Umbr[arie] Burdegalie semper hactenus obtenta sit et usitata, quod quandocunque aliquis ibidem intestatus decesserit omnia bona et catalla in custodia ipsius intestati tunc inventa in manum Domini Regis erunt seisa et hospiti hujusmodi intestati liberata, prout moris est, custodienda per unum annum et unum diem. Ita quod si quis infra annum et diem venerit ad calumpniandam et probandam proprietatem bonorum et catallorum illorum, et proprietatem inde probaverit, bona et catalla illa ipsi cui eadem bona et catalla fuerint per manus prepositi Umbr[arie] Burdegalie liberata erunt et restituta.

Et licet idem Thomas postmodum, secundum consuetudinem partium predictarum Umbr[arie] Burdegalie, et prout moris est ibidem, proprietatem bonorum et catallorum suorum calumpniasset et probasset, prout per quasdam litteras et inquestam, juxta predictam consuetudinem inde factas, quas idem Thomas penes se habet et quas hic ostendit in curia, verificare potest, etc., idem, tamen, Ricardus predicta bona et catalla penes se injuste detinuit et adhuc detinet, et ea prefato Thome hucusque reddere contradixit et adhuc contradicit; et unde idem Thomas dicit quod deterioratus est et dampnum habet ad valenciam c. marcarum, etc. Quarum litterarum predictarum tenor talis est.¹

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(m. 21d.) Et predictus Ricardus, qui presens est, habito visu indenture predicte, non dedit quin sit factum suum, set concedit quod ipse habuit et recepit per manus prepositi Umbr[arie] Burdegalie bona et catalla in predicta indentura contenta nomine regio, et pro jure Regis per mortem Walteri atte Rode et, prout moris est ibidem, pro statu Domini Regis; de quibus bonis eidem Domino Regi est responsum et satisfactum in compoto ipsius Ricardi de tempore suo predicto reddito per testimonium contrarotulatoris sui; per quod non tenetur predicto Thome in aliquo inde respondere; quia dicit quod consuetudo in partibus Umbr[arie] Burdegalie est quod nullus preter Dominus Rex calumpniam seu proprietatem bonorum alicujus in partibus illis intestati descendentis exigere possit, nisi fuerit heres seu propinquior sanguine vel executor testamenti hujusmodi intestati descendentis tantum.

¹ For this letter and the official inquest made in accordance with the local custom described above see Appendix, pp. 150-151.

the King's seal which is used in Bordeaux for contracts, by me, John Guitard, keeper of the same, requested by the parties, for more testimony of the truth. Done and dated as above.

Whereupon the aforesaid Thomas says that whereas a custom in the parts of l'Ombrière of Bordeaux has always hitherto obtained and been used that whenever anyone shall die there intestate all the goods and chattels then found in the custody of him, the intestate, shall be seized into the hand of the lord King and delivered to the host of such intestate, as the custom is, to be kept for one year and one day. So that if anyone within the year and day shall come to claim and prove his proprietorship of those goods and chattels and should prove his property therein, those goods and chattels shall be delivered and restored to him whose goods and chattels they are by the hands of the provost of l'Ombrière of Bordeaux.

And though the same Thomas afterwards, according to the custom of the parts aforesaid of l'Ombrière of Bordeaux, and as the custom is there, did claim and prove the proprietorship of his goods and chattels, as by certain letters and inquest (made thereof according to the aforesaid custom which the same Thomas has in his possession and which he shows here in court) he is able to aver, etc., the same Richard, however, has unjustly detained the aforesaid goods and chattels in his own hands and still detains them, and has hitherto refused to render them to the same Thomas and still refuses ; and whereupon the same Thomas says that he is the worse and has loss to the value of 100 marcs, etc. Of which letters aforesaid the tenor is this.¹

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And the aforesaid Richard, who is present, having viewed the indenture aforesaid, does not deny that it is his deed, but grants that he has had and received by the hands of the provost of l'Ombrière of Bordeaux the goods and chattels contained in the aforesaid indenture in the King's name and for the King's right by the death of Walter at the Rode and, as the custom is there, for the state of the lord King ; for which goods the lord King is answered and satisfied in the account of him, Richard, rendered for the time aforesaid, by the testimony of his controller ; wherefore he is not bound to answer to the aforesaid Thomas for this in any way ; because he says that the custom in the parts of l'Ombrière of Bordeaux is that none besides the lord King can exact a claim or proprietorship of the goods of anyone dying in those parts intestate unless it were the heir or one near allied in blood, or the executor of the will of such intestate deceased only.

¹ See footnote opposite.

Ad quod predictus Thomas dicit, ut prius, quod quodocunque sive extraneus sive notus per mortem cujuscunque intestati decedentis in partibus predictis venerit infra annum et diem, et probare possit proprietatem bonorum in custodia hujusmodi intestati existencium, bona illa ipsi vel ipsis cui vel quibus bona hujusmodi fuerint, erunt liberata et restituta per consuetudinem in partibus predictis usitatum: et hoc paratus est verificare qualitercunque curia consideraverit, etc.

Et quia satis constat curie per testimonium magnatum et fide dignorum quod hujusmodi consuetudo semper hucusque usitata est in partibus predictis. Et etiam constat per litteras et probationes supradictas quod predictus Thomas infra annum nondum transactum proprietatem bonorum suorum predictorum satis evidenter probavit, ita quod nichil inde Domino Regi pertinere debeat; consideratum est quod predictus Thomas recuperet versus predictum Ricardum predictas lxxvl. xs. vjd. ad quos bona et catalla predicta appreciata fuerunt. Et idem Ricardus de eisdem versus Dominum Regem exoneretur. Et quod mandetur contrarotulatori ejusdem Regis in partibus Burdegalie quod eundem Ricardum in rotulis suis de eisdem exonerari faciat. Et idem Thomas gratis concedit quod predictus Ricardus solvat ei predictas lxxvl. xs. vjd. ad terminos subscriptos, videlicet, in secunda dominica Quadragesime proxima futura viginti libras; et ad Pascha proximo sequens decem libras; et ad festum Sancti Johannis Baptiste proximo sequens, decem libras; et ad festum Sancti Michaelis proxima sequens decem libras; et ad festum Purificacionis Beate Marie proxima sequens viginti quinque libras decem solidos sex denarios. Et nisi fecerit, etc., idem Ricardus concedit quod de terris et catallis suis fiant et leventur.

Postea dictus Thomas venit et cognovit quod satisfactum est ei de xxxl. de debito predicto. Ideo dictus Ricardus de eisdem xxxl. sit quietus.

(m. 1.)

41. ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO S. TRINITATIS, ANNO REGNI REGIS EDWARDI FILII REGIS EDWARDI DECIMO OCTAVO.—G. LE SCROPE. (1325.)

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(m. 18
(Rex).)

Adhuc de XV^a Sancte Trinitatis.

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Glouc'.
Somers'.

Dominus Rex mandavit dilecto sibi majori Bristollie breve suum in hec verba: Edwardus Dei gratia Rex Anglie, Dominus Hibernie et

¹ Coram Rege Roll No. 261.

To which the aforesaid Thomas says, as before, that whensoever a stranger or one who is known shall, by reason of the death of anyone in the parts aforesaid, being deceased intestate, come within a year and a day and be able to prove proprietorship of goods being in the custody of such intestate, those goods shall be delivered and restored, by the custom used in the parts aforesaid, to them to whom the goods in question belonged; and this he is ready to aver in any manner that the court may award, etc.

And because it is sufficiently evident to the court, by the testimony of great ones and men worthy of trust, that such a custom as this has always, down to the present time, been used in the parts aforesaid; and also it is on record by the letters and proofs aforesaid that the aforesaid Thomas within a year, not yet expired, has by sufficient evidence proved the proprietorship of his goods aforesaid, so that nothing thereof ought to pertain to the lord King; it is awarded that the aforesaid Thomas do recover against the aforesaid Richard the aforesaid 75*l.* 10*s.* 6*d.* at which the goods and chattels aforesaid were appraised. And the same Richard shall be exonerated in respect of the same towards the lord King. And that mandate be sent to the controller of the same King in the parts of Bordeaux that he do cause the same Richard to be exonerated for the same in his rolls. And the same Thomas grants willingly that the aforesaid Richard may pay him the aforesaid 75*l.* 10*s.* 6*d.* at the terms following, namely: on the second Sunday of Lent, next to come, twenty pounds; and at Easter next following ten pounds; and at the Feast of S. John the Baptist next following ten pounds; and at the Feast of S. Michael next following ten pounds; and at the Feast of the Purification of the Blessed Mary next following twenty-five pounds ten shillings and sixpence. And unless he shall do this, etc., the same Richard grants that the moneys may be made up and levied from his lands and chattels.

Afterwards the said Thomas came and acknowledged that he has received satisfaction in respect of 30*l.* of the debt aforesaid. Therefore let the said Richard be quit of the same 30*l.*

41. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF THE HOLY TRINITY, IN THE 18TH YEAR OF THE REIGN OF KING EDWARD, SON OF KING EDWARD.—G[EOFFREY] LE SCROPE. (1325.)

Yet of the Quindisme of the Holy Trinity.

The lord King sent to his beloved mayor of Bristol his writ in these words: Edward by the grace of God King of England, Lord of Ireland

Dux Aquitannie dilecto sibi majori Bristollie salutem. Cum nuper ex parte Petri Martyn, magistro navis Sancti Dominici de Placencia, et Martini Johannis socii sui nobis monstratum fuisset quod Johannes le Couler de Bruges, mercator et quidam alii mercatores de Flandria frectaverunt navem predictam ad sexaginta et duo dolia vini albi dictorum mercatorum a partibus Ducatus nostri Vasconie usque ad partes Flandrie ducenda, et quod quidam malefactores de Bristollia, in quadam navi Bristollie existentes, in predictam navem de Placencia, supra mare, vi et armis insultum fecerunt, et navem illam cum vinis predictis et duabus pipis vini albi et aliis bonis diversis predictis predictorum Petri et Martini in eadem navi inventis ceperunt, abduxerunt et voluntatem suam inde fecerunt. Qui quidem malefactores coram dilecto et fideli nostro Roberto Bendyn, admirallo flote nostre navium versus partes ducatus nostri predicti, per inquisitionem inde coram eo de mandato nostro factam, in Cancellariam nostram retornatam, sunt indictati. Et postmodum intelligentes quod malefactores predicti cum bonis ipsorum Petri et Martini supradictis ad predictam villam Bristollie se transtulerunt et ibidem morabantur, precepimus vicecomiti nostro Gloucestr' quod in propria persona sua ad prefatam villam Bristollie¹ accederet et assumptis vobis secum, prefatos malefactores qui de roberia predicta per predictam inquisitionem sunt indictati, ut premittur, attachiari, eosque coram ipso vicecomite et vobis ibidem sine dilatione venire faceret; et audita querela predictorum Petri et Martini super premissis eis super recuperacione bonorum suorum predictorum debitum et festinum justicie complementum fieri faceret, prout de jure et secundum legem mercatoriam foret faciendum. Et nichilominus predictos malefactores² in prisiona nostra ibidem salvo custodiri faceret, donec inde deliberati fuissent secundum [legem]³ et consuetudinem regni nostri, vel aliud a nobis inde habuisset in mandatis. Ac postmodum, pro eo quod idem vicecomes premissa diligenter facere in aliquibus neglex[er]it, ut dicebatur, vobis per breve nostrum mandavimus quod vos premissa omnia et singula diligenter et efficaciter faceritis, et nos de toto facto vestro in hac parte distincte et aperte sub sigillo vestro redderetis certiores. Nos advertentes quod prefati Petrus et Martinus de negocio predicto ita celerem expeditionem non sunt consecuti sicut vellemus, volentes⁴ eandem expeditionem viis et modis quibus poterimus maturare, vobis mandamus quod

¹ ' Bristollie ' interlined.

³ ' legem ' is omitted in the roll.

² ' malefactores ' interlined.

⁴ ' volentes quod ' in roll.

and Duke of Aquitaine to his beloved mayor of Bristol, greeting. Whereas lately on behalf of Peter Martyn, master of the ship S. Dominic of Piacenza, and of Martin John his partner it was shown to us that John le Couler of Bruges, merchant, and certain other merchants of Flanders freighted the ship aforesaid for carrying sixty-two tons of white wine of the said merchants from the parts of our Duchy of Gascony to the parts of Flanders, and that certain malefactors of Bristol, being in a certain ship of Bristol, made an assault on the aforesaid ship of Piacenza upon the sea, with force and arms, and that ship, with the aforesaid wines and two pipes of white wines and divers other goods aforesaid of the aforesaid Peter and Martin found in the same ship, they took, carried away, and had their will thereof. Which malefactors, indeed, were indicted before our beloved and faithful Robert Bendyn,¹ admiral of our fleet of ships towards the parts of our Duchy aforesaid, by inquisition made thereof before him by our mandate and returned into our Chancery. And afterwards, understanding that the malefactors aforesaid, with the goods of them, Peter and Martin abovesaid, transferred themselves to the aforesaid town of Bristol and were sojourning there, we sent a precept to our sheriff of Gloucestershire that he should repair in his proper person to the aforesaid town of Bristol and, taking you ² with him, should cause the aforesaid malefactors, who are indicted ³ of the robbery aforesaid by the aforesaid inquisition as is premised, to be attached, and make them to come before him, the sheriff, and you there without delay : and after hearing the complaint of the aforesaid Peter and Martin on the premises, he should cause a due and speedy complement of justice to be made to them in respect of the recovery of their goods aforesaid, as in the way of justice and according to the law merchant it should be done. And moreover that he should cause the aforesaid malefactors to be safely kept in our prison until they shall have been delivered thence according to the [law] and custom of our realm, or [till] he shall have had some other mandate from us therein. And afterwards, for that the same sheriff neglected to perform the premises diligently in some respects, as it was said, we commanded you by our writ that you should perform all and singular the premises diligently and efficiently, and inform us of all that you have done herein distinctly and openly under your seal. We, noting that the before-mentioned Peter and Martin have not obtained such speedy dispatch of the business aforesaid as we could wish, wishing to facilitate the same dispatch by all ways and means that we may,

¹ His name is printed thus in the Calendar of Misc. Inquisitions, Chancery, and in the Calendar of Close Rolls, but in two volumes of the contemporary Calendar of Patent Rolls it is given as Beudyn.

² *i.e.* the mayor and bailiffs of Bristol.

³ See pp. 155-156 for the inquisition hereon at Dartmouth.

processum tocius negocii predicti coram vobis inde habiti, cum omnibus processum illum tangentibus, nobis sub sigillo vestro distincte et aperte mittatis, et hoc breve. Ita quod ea habeamus coram nobis in Crastino Sancti Johannis Baptiste ubicumque tunc fuerimus in Anglia; ut ulterius inde quod justum fuerit fieri faciamus. Et nichilominus omnes malefactores predictos qui de premissis indictatos sunt, ut premittitur, quos infra libertatem ville predictæ interim inveniri contigerit, attachiare. Ita quod eos habeatis coram nobis ad diem predictum ad respondendum prefatis Petro et Martino de premissis et ad faciendum ulterius et recipiendum quod curia nostra consideraverit in hac parte. Teste me ipso apud Certeseye, xxvi. die Maii, anno regni nostri decimo octavo.

Pretextu cujus brevis predictus major misit processum negocii predicti in hec verba. Virtute istius mandati processum super negocio tangente Petrum Martyn et Martinum Johannis coram me habito, prout alias per breve Domini Regis michi inde directum fui, executum, et huic brevi attachiatum vobis mitto, prout in isto mandato precipitur; et malefactores indictati sunt [prout] in isto mandato continetur, nec aliquis eorum non sunt inventi infra ballivam meam, etc.

PROCESSUS PLACITI TENTI CORAM MAJORE VILLE BRISTOLLIE
VIRTUTE CUJUSDAM BREVIS DOMINI REGIS EI INDE DIRECTI,
DIE LUNE PROXIMA ANTE FESTUM SANCTI GEORGII MARTIRIS
ANNO REGNI REGIS EDWARDI, FILII REGIS EDWARDI DECIMO
OCTAVO.

Dominus Rex mandavit breve suum majori ville sue Bristollie in hec verba: Edwardus Dei gracia Rex Anglie Dominus Hibernie et Dux Aquitannie, dilecto sibi majori Bristollie, salutem. Cum nuper ex parte Petri Martyn magistri navis Sancti Dominici de Placencia et Martini Johannis, socii sui, nobis monstratum fuisset quod Johannes le Coueler de Bruges, mercator, et alii mercatores de Flandria nuper frectarunt navem predictam ducendam a partibus Ducatus nostri Vasconie usque ad partes Flandrie sexaginta et duobus doleis vini albi mercatorum predictorum, pro quo quidem frecto dicti Petrus et Martinus percipere debuerunt de quolibet dolio vinorum predictorum tresdecem solidos et sex denarios; et quod quidam malefactores de Bristollia, in quadam navi de Bristollia existentes, in predictam navem de Placencia super mare vi et armis insultum fecerunt et navem illam, cum vinis predictis et duabus pipis vini albi et aliis bonis diversis predictorum Petri et Martini in eadem navi inventis, ceperunt et abduxerunt et voluntatem suam inde fecerunt. Per quod mandavimus

command you that you send to us under your seal, distinctly and openly, the process of the whole business aforesaid had there before us, with all things touching that process and this writ, so that we have them before us on the Morrow of S. John the Baptist wheresoever we may then be in England, that we may further cause to be done in the matter what shall be just; and moreover to attach all the malefactors aforesaid who have been indicted of the premises, as is premised, who may happen to be found in the meantime within the liberty of the town aforesaid, so that you have them before us at the day aforesaid to answer to the before-mentioned Peter and Martin in the premises and to do further and to receive what our court shall award in that behalf. Witness myself at Chertsey, the 26th day of May in the eighteenth year of our reign.

By pretext of which writ the aforesaid mayor sent the process of the business aforesaid in these words: By virtue of this mandate I send to you the process touching Peter Martyn and Martin John, had before me, executed as at another time by the writ of the lord King was directed to me in the matter, and attached to this writ, as in that mandate is enjoined; and the malefactors are indicted as is contained in that mandate, and none of them is found within my bailiwick, etc.

PROCESS OF THE PLEA HELD BEFORE THE MAYOR OF THE TOWN
OF BRISTOL BY VIRTUE OF A CERTAIN WRIT OF THE LORD KING
DIRECTED TO HIM FOR THIS, ON MONDAY NEXT BEFORE THE
FEAST OF S. GEORGE THE MARTYR IN THE 18TH YEAR OF THE
REIGN OF KING EDWARD, SON OF KING EDWARD.

The lord King dispatched his writ to the mayor of his town of Bristol in these words: Edward by the Grace of God King of England, Lord of Ireland and Duke of Aquitaine to his beloved mayor of Bristol, greeting. Whereas lately it had been shown to us on behalf of Peter Martyn, master of the ship S. Dominic of Piacenza, and of Martin John his partner that John le Coueler of Bruges, merchant, and other merchants of Flanders, lately freighted the aforesaid ship to carry from the parts of our Duchy of Gascony to the parts of Flanders sixty-two casks of white wine of the merchants aforesaid, for which freight indeed the said Peter and Martin were to receive, for every cask of the wines aforesaid, thirteen shillings and sixpence; and that certain malefactors of Bristol, being in a certain ship of Bristol, made an assault on the sea with force and arms upon the aforesaid ship of Piacenza and took that ship, with the wines aforesaid and two pipes of white wine and divers other goods of the aforesaid Peter and Martin found in the same ship, and took them away and had their will of them. Wherefore we commanded our

dilecto et fideli nostro Roberto Bendyn admirallo flote nostre navium versus partes ducatus nostri predicti quod si ei constare posset, predictos Petrum et Martinum magistros navis predictae fuisse, et [per] predictos malefactores de navi et bonis predictis depredatos fuisse, tunc navem illam ubicumque eam inveniri contiger[it], unacum atilio ejusdem ac bonis et mercimoniis ipsorum Petri et Martini, que per legem mercatoriam rationabiliter monstrare possent esse sua, eisdem Petro et Martino sine dilatione restitui faceret.

Virtute cujus mandati nostri idem admirallus inquisitionem¹ de premissis per sacramentum marinariorum fecit; per quam compertum est quod Ricardus Stodel, magister navis Clementis Turtle et Henricus de Tyw de Bristollia et socii sui, videlicet Johannes Russel de Bristollia, Rogerus Pynnok' de Bristollia, Ricardus de Holeford' de Bristollia, Simon Russel de Bristollia, Johannes Juement de Bristollia, Johannes Taphet de Bristollia, Johannes de Asch' de Bristollia, Simon Notting' de Bristollia, Walterus Apperleighe, Johannes Wodelok' de Bristollia, Thomas Underwode et plures alii malefactores ignoti, vi et armis et felonice depredati fuerunt navem predictam, unde predictus Petrus fuit magister et Martinus fuit socius ejus, de bonis suis, videlicet de duabus pipis vini albi et aliis bonis ipsorum Petri et Martini, ut de frecto suo et aliis bonis suis, ad valentiam quadraginta librarum sterlingorum, in alto mari, videlicet inter le Ras Sancti Martini et Odyerne² et cum navi et bonis predictis portum de Dertemutha arriperunt, et ibidem voluntatem suam inde fecerunt.

Et postmodum intelligentes quod malefactores supradicti cum bonis ipsorum Petri et Martini supradictis ad predictam villam Bristollie se duxerunt et ibidem, morabantur, precepimus vicecomiti nostro Gloucestr' quod in propria persona sua ad predictam villam Bristollie accederet et, assumptis vobis secum, prefatos Ricardum [and the others] qui de roberia predicta per dictam inquisitionem sunt indictati, ut premittitur, attachiari, eosque coram ipso vicecomite et vobis ibidem sine dilacione venire faceret. Et audita querela predictorum Petri et Martini de premissis, eis super recuperacione bonorum suorum predictorum debitum et festinum justicie complementum fieri faceret, prout de jure et secundum legem mercatoriam [foret³] faciendum. Et nichilominus prefatos malefactores in prisona nostra ibidem salvo custodiri faceret donec inde deliberati fuissent secundum legem et consuetudinem regni nostri, vel aliud a nobis inde habuisset in mandatis.

¹ See Appendix, p. 155.

² Given as 'S. Matthew's' in Calendar Chanc. Inq. Misc., I. 517, where 'Odyern' is conjectured to be in Devonshire. It is probably Audierne in Finistère. See Introduction, pp. xxvii-xxix.

³ 'foret' is omitted in the roll.

beloved and faithful Robert Bendyn, admiral of our fleet of ships towards the parts of our Duchy aforesaid, that if he could ascertain that the aforesaid Peter and Martin were masters of the ship aforesaid, and that the aforesaid malefactors had despoiled the ship and goods aforesaid, then he was to cause that ship, wheresoever it might happen to be found, to be restored without delay to the same Peter and Martin together with the tackle of the same and the goods and merchandises of them, Peter and Martin, which by the law merchant they were able reasonably to show to be theirs.

By virtue of which mandate our same admiral made an inquisition¹ concerning the premises by the oath of the mariners; by which it is found that Richard Stodel, master of the ship 'Clement Turtle,' and Henry de Tyw of Bristol and his fellows, namely, John Russel of Bristol, Roger Pynnok of Bristol, Richard of Holford of Bristol, Simon Russel of Bristol, John Juement of Bristol, John Taphet of Bristol, John de Ash of Bristol, Simon Notting of Bristol, Walter Apperleighe, John Wodelok of Bristol, Thomas Underwode and many other malefactors unknown, with force and arms feloniously despoiled the ship aforesaid, whereof the aforesaid Peter was master and Martin was his partner, of its goods, namely, of two pipes of white wine and other goods of them, Peter and Martin, as of his freightage and his other goods to the value of forty pounds sterling, in the high sea, namely, between the Race of S. Martin and Audierne; and with the ship and goods aforesaid they made the port of Dartmouth and there they had their will of them.

And afterwards, understanding that the malefactors aforesaid, with the goods of them, Peter and Martin abovesaid, betook themselves to the aforesaid town of Bristol and there were sojourning, we made precept to our sheriff of Gloucestershire that in his proper person he should repair to the aforesaid town of Bristol and, taking you with him, should cause the before-mentioned Richard [*and the others*] who are indicted of the aforesaid robbery by the said inquisition to be attached as is premised and to come before him, the sheriff, and you without delay. And having heard the complaint of the aforesaid Peter and Martin concerning the premises he should cause a due and speedy complement of justice to be made to them in the matter of the recovery of their goods aforesaid, as of right and according to the law merchant should be done. And moreover he should cause the before-mentioned malefactors to be safely kept in our prison there until they have been delivered thence according to the law and custom of our realm, or [until] he had other commands from us in that matter.

¹ This inquisition, with the covering letter from the Admiral to the Chancellor, is preserved in Chanc. Inq. Misc., File 49, No. 27, and is printed below, pp. 155-156.

Ac jam ex gravi querela predictorum Petri et Martini acceperimus quod licet prefatus Clemens Turtle, dominus predictæ navis Bristollie, Simon Russel, Johannes Russel et alii malefactores de Bristollia qui fuerunt in eadem navi tempore quo roberiam predictam perpetrarunt et diversas summas pecunie de frecto et atilio navis et aliis bonis et mercimoniis ipsorum Petri et Martini levatas inter se, ut dicitur, sunt partiti, certa domicilia, terras, tenementa, bona et catalla in eadem villa habeant, per que justiciari poterunt in hac parte, vicecomes tamen noster predictus execucionem aliquam super mandato nostro predicto versus prefatos Clementem, Simonem, Johannem et alios malefactores predictos de Bristollia hactenus facere non curavit, unde plurimum commovemur. Nos eosdem Petrum et Martinum super recuperacione bonorum et mercimoniorum suorum predictorum aliquater defraudari vel eis justiciam in hac parte aliquo deferri nolentes, vobis mandamus, firmiter injungentes, quod audita querela ipsorum Petri et Martini eis super recuperacione bonorum et mercimoniorum predictorum, debitum et festinum justicie complementum sine dilacione aliqua fieri faciatis, prout de jure et secundum legem mercatoriam fuerit faciendum. Taliter in hac parte vos habentes quod per vestri defectum querela ad nos inde non proveniat iterata; per quod aliter ad hoc manum apponere, et vos de negligentia vestra in hac parte reprehendere debeamus. Teste me ipso, apud Bellum Locum Regis, x. die Aprilis, anno regni nostri decimo octavo.

(m. 18d.)

Virtute cujus brevis preceptum fuit ballivis itinerantibus attachiare predictos Ricardum [*and the others*] quod essent hic ad hunc diem, etc., ad respondendum prefatis Petro et Martino super premissis, etc., et ad faciendum quod justum fuerit, etc. Et predicti ballivi itinerantes recordaverunt quod predicti Ricardus [*and the others*] non sunt inventi, etc. Ideo preceptum est quod ipsos distringant per omnes terras et tenementa, bona et catalla sua, ubicunque fuerint inventa infra libertatem, etc., et nichilominus quod capiantur, etc. Ita quod habeant corpora eorum hic instanti die Mercurii proximo sequenti, etc.

Et prefatus Clemens Turtle venit, etc., versus quem predicti Petrus et Martinus narraverunt quod idem Clemens habuit ad partem suam de bonis et mercimoniis supradictis, de predictis Petro et Martino, ut premittitur, depredatis, ad valentiam viginti et quinque librarum, injuste, etc., et quas eis injuste detinet, ad dampnum

And now from the grievous complaint of the aforesaid Peter and Martin we have heard that although the aforesaid Clement Turtle,¹ master of the aforesaid ship of Bristol, Simon Russel, John Russel and other malefactors of Bristol (who were in the same ship at the time when they perpetrated the robbery aforesaid, and divided among themselves, as it is said, divers sums of money and sums levied from the freight and tackle of the ship and other goods and merchandises of them, Peter and Martin) have certain domiciles, lands, tenements, goods and chattels in the same town by which they could be justiced in this business, yet our sheriff aforesaid has not cared up to now to make any execution upon our mandate aforesaid against the aforesaid Clement, Simon, John and the other malefactors aforesaid of Bristol, whereat we are very greatly moved ;² we, being unwilling that the same Peter and Martin should be by any means defrauded in respect of the recovery of their goods and merchandises aforesaid, or that justice should be in any way delayed to them in that matter, command you, firmly enjoining, that having heard the complaint of them, Peter and Martin, you do cause a due and speedy complement of justice to be done to them without any delay in respect of the recovery of the goods and merchandises aforesaid, as of right and according to the law merchant should be done. So conducting yourselves in this matter that through your default a renewed complaint hereof does not come to us, whereby we may be obliged to put our hand to this otherwise and to reprehend you for your negligence in this behalf. Witness myself at King's Beaulieu, the 10th day of April in the eighteenth year of our reign.

By virtue of which writ precept was made to the bailiffs itinerant to attach the aforesaid Richard [*and the others*] that they should be here at this day, etc., to answer the before mentioned Peter and Martin on the premises, etc., and to do what shall be just, etc. And the aforesaid bailiffs itinerant recorded that the aforesaid Richard [*and the others*] are not found, etc. Therefore precept is made that they are to distrain them by all their lands and tenements, goods and chattels, wheresoever they shall be found within the liberty, etc., and moreover that they be taken, etc. And that they have their bodies here this instant Wednesday next following, etc.

And the before-mentioned Clement Turtle came, etc., against whom the aforesaid Peter and Martin counted that the same Clement had as his share of the goods and merchandise abovesaid spoiled from the aforesaid Peter and Martin, as is premised, to the value of twenty-five pounds, unjustly, etc., and which he unjustly detains from them, to the damage of the aforesaid Peter and Martin twenty pounds, etc.

¹ Printed in Bristol records as 'Turtle.'

² *i.e.* to anger.

predictorum Petri et Martini viginti librarum, etc. Et hoc parati sunt verificare per mercatores et marinarios ville predictæ, etc.

Et predictus Clemens venit et defendit vim et injuriam, etc., et quicquid est contra pacem, etc., et dicit quod in nullo inde est culpabilis, et ponit se inde super patriam, etc. Ideo preceptum est quod venire faciat juratam contra diem Mercurii proxime sequentem, etc. Et partes predictæ habent eundem diem pro placitando.

PLACITA TENTA CORAM MAJORE VILLE BRISTOLLIE DIE MERCURII
PROXIMO SEQUENTE, VIDELICET IN CRASTINO SANCTI GEORGII,
ANNO SUPRADICTO.

Petrus Martyn magister navis Sancti Dominici de Placentia et Martinus Johannis socius ejus querentes optulerunt se versus Ricardum Scodel, magistrum navis Clementis Turtle, Henricum de Tywe, Clementem Turtle [*and 11 others*].

Et ballivi itinerantes responderunt quod predicti Ricardus [*and 15 others*] non sunt inventi, etc., nec aliquid habent per quod possunt attachiari, etc. Et preceptum est, sicut alias, attachiare predictos Ricardum [*and the others*], et capiantur, etc.; ita quod habeant corpora eorum hic die Veneris proxima sequenti, videlicet in Crastino Sancti Marci Evangeliste, etc., ad respondendum prefatis Petro et Martino super premissis, etc. Et dicti Petrus et Martinus habent eundem diem, etc. Et quoad predictum Clementem, dicti Petrus et Martinus petunt juratam, etc. Et predictus Clemens venit et petit similiter, etc. Et jurata vocata, etc. Et capta jurata per Johannem Derby seniore, Gilbertum Derby, Walterum Hervy, Johannem Tumberel, Johannem le Ropere, Thomam le Ropere, Gilbertum Pokerel, Rogerum Dapperleigh, Ricardum Edmond, Nicholaum Bonewall, Johannem Fraunceys, seniore, Johannem Reynald, mercatores et marinarios, juratos, in quos tam predicti Petrus et Martinus quam predictus Clemens se posuerunt. Qui dicunt, per sacramentum suum, quod prefatus Clemens non est inde culpabilis, prout dicti Petrus et Martinus ei imponunt, etc. Ideo ipse inde quietus, etc. Et dicti Petrus et Martinus pro falso clamore in misericordia.

Dicunt etiam prefati jurati quod predicta navis dicti Clementis jam per biennium et amplius exstitit in partibus transmarinis et quod predicti Ricardus Scodel, magister predictæ navis, Henricus de Tyuwe, Johannes Russel et alii superius nominati dictam navem contra voluntatem et assensum predicti Clementis occuparunt, et quod dicti

And this they are ready to aver by merchants and mariners of the town aforesaid, etc.

And the aforesaid Clement comes and defends force and injury, etc., and whatever is against the Peace, etc., and says that he is in no respect guilty thereof, and puts himself on the country, etc. Therefore precept is made that [the sheriff] do cause a jury to come against the Wednesday next following, etc. And the parties aforesaid have the same day for pleading.

PLEAS HELD BEFORE THE MAYOR OF THE TOWN OF BRISTOL ON
THE WEDNESDAY NEXT FOLLOWING, THAT IS TO SAY ON THE
MORROW OF S. GEORGE IN THE YEAR ABOVE SAID.

Peter Martyn, master of the ship S. Dominic of Piacenza, and Martin John his partner, plaintiffs, offered themselves against Richard Scodel, master of the ship Clement Turtle, Henry de Tywe, Clement Turtle [*and 11 others*].

And the bailiffs itinerant answered that the aforesaid Richard [*and 15 others*] are not found, etc., nor have they anything whereby they can be attached, etc. And precept is made as at another time, to attach the aforesaid Richard [*and the others*] and they are to be taken, etc.; so that they have their bodies here on Friday next following, viz. on the Morrow of S. Mark the Evangelist, etc., to answer the before-mentioned Peter and Martin on the premises, etc. And the said Peter and Martin have the same day, etc. And as to the aforesaid Clement, the said Peter and Martin crave a jury, etc. And the aforesaid Clement comes and craves likewise, etc. And the jury is called, etc. And the jury is taken by John Derby the elder, Gilbert Derby, Walter Hervy, John Tumberel, John the Roper, Thomas the Roper, Gilbert Pokerel, Roger Dapperleigh, Richard Edmond, Nicholas Bonewall, John Francis the elder, John Raynald, merchants and mariners, sworn, on whom as well the aforesaid Peter and Martin as the aforesaid Clement have put themselves. Who say, by their oath, that the before-mentioned Clement is not guilty thereof, as the said Peter and Martin put on him, etc. Therefore he himself thereof quit, etc. And the said Peter and Martin, for their false claim, in mercy.

The aforesaid jury also says that the aforesaid ship of the said Clement has now for two years and more been in the parts beyond the sea and that the aforesaid Richard Scodel, master of the aforesaid ship, Henry de Tywe, John Russel, and the others above named made use of the said ship against the will and assent of the aforesaid Clement, and

Ricardus Scodel et alii predicti in eadem navi existentes, predictos Petrum et Martinum de nave sua, bonis et mercimoniis suis, ut in brevi continetur, felonice depredarunt et bona et mercimonia et navem predictorum Petri et Martini ceperunt et abduxerunt, etc.

Requisiti predicti juratores si predictus Ricardus Scodel et alii supradicti aliqua habent terras, tenementa, bona seu catalla infra libertatem istam, necne, etc., dicunt quod Henricus de Tyuwe habet medietatem dicte navis, cum atilio, in qua ipse et alii supradicti fuerunt et predictos Petrum et Martinum depredarunt, que valet cum atilio, vjl. xvs. Et attachiatur dicta medietas cum atilio, etc., et omnes alii terras, tenementa nec alia bona vel catalla habent infra ballivam meam, per quod attachiari possunt, etc. ¹Ideo preceptum est vicecomiti quod capiat eos, etc., et salvo, etc. Ita quod habeat corpora eorum coram Rege in Octabis Sancti Michaelis, ubicunque, etc. Ad quem diem vicecomes non misit breve. Ideo sicut prius capiantur si, etc., ita quod vicecomes habeat corpora eorum coram Rege a die Pasche in xv. dies ubicunque, etc.

- (m. 1.) **42.** ² PRESENTATIONES ET INDICTAMENTA FACTA APUD WELLES CORAM PREFATIS WILLELMO DE THORP' ET JOHANNE DE GEYNESFORD', JUSTICIARIIS DOMINI REGIS AD DIVERSA TRANSGRESSIONES, OPPRESSIONES, EXTORSIONES, DAMPNA, GRAVAMINA ET EXCESSUS IN COMITATU SOMERSETE FACTA, UNA CUM JOHANNE DE SHARDELOWE, AUDIENDA ET TERMINANDA ASSIGNATIS, PREDICTA DIE LUNE PROXIMA ANTE FESTUM S. GREGORII PAPE, ANNO REGNI REGIS EDWARDI TERCII POST CONQUESTUM ANGLIE DECIMO OCTAVO, REGNI VERO SUI FRANCIE QUINTO. (1344.)

(m. 4d.)
Somers'.

Convictum est per juratam patrie in quam Johannes de Cranston' de Tanton, querens, et Johannes de Combe, ballivus de Welles, se posuerunt de placito quod cum idem Johannes de Combe esset senescallus assignatus tenendi placita in nundinis de Welles per dominos dictarum nundinarum, que quidem placita in diebus quibus teneri deberent, secundum consuetudinem earundem nundinarum debeant incipere ad horam primam et sic continuari de hora in horam usque ad horam vespertinam; post quam quidem horam, secundum legem et consuetudinem earundem nundinarum, nullum placitum inchoari deberet nec teneri, predictus Johannes de Combe die Mercurii proxima post festum S. Kalixti, post occasum solis, anno regni Domini Regis

¹ From here to the end is a later addition to the record.

² P.R.O., Assize Roll 771.

that the said Richard Scodel and the others aforesaid, being in the same ship, feloniously despoiled the aforesaid Peter and Martin of their ship, goods and merchandise, as is contained in the writ, and the goods and merchandises and ship of the aforesaid Peter and Martin they took and carried away, etc.

The aforesaid jurors, asked whether the aforesaid Richard Scodel and the others abovesaid have lands, tenements, goods or chattels within that liberty or not, etc., say that Henry de Tywe has the half of the said ship, with the tackle, in which he and the others abovesaid were and despoiled the aforesaid Peter and Martin, which is worth, with the tackle, 6*l.* 15*s.* And the said half is attached with the tackle, etc., and all the others have not lands, tenements or other goods or chattels within my bailiwick by which they can be attached, etc. Therefore precept is made to the sheriff that he is to take them, etc., and safely, etc. So that he has their bodies before the King in the Octaves of S. Michael, wheresoever, etc. At which day the sheriff did not send the writ. Therefore, as before, let them be taken if, etc. So that the sheriff have their bodies before the King in 15 days of Easter Day, wheresoever, etc.

42. PRESENTMENTS AND INDICTMENTS MADE AT WELLS BEFORE THE ABOVE-MENTIONED WILLIAM OF THORPE AND JOHN OF GEYNESFORD, JUSTICES OF THE LORD KING APPOINTED FOR HEARING AND DETERMINING TOGETHER WITH JOHN OF SHARDLOW, DIVERS TRESPASSES, OPPRESSIONS, EXTORTIONS, LOSSES, GRIEVANCES AND EXCESSES IN THE COUNTY OF SOMERSET ON THE AFORESAID MONDAY NEXT BEFORE THE FEAST OF S. GREGORY THE POPE IN THE EIGHTEENTH YEAR OF THE REIGN OF KING EDWARD THE THIRD AFTER THE CONQUEST OF ENGLAND, BUT OF HIS REIGN OF FRANCE THE FIFTH. (1344.)

Somerset.

Conviction was made by a jury of the country, on which John de Cranston of Taunton, plaintiff, and John de Combe, bailiff of Wells, put themselves in a plea that, whereas the same John de Combe was the steward appointed to hold pleas in the fair of Wells by the lords of the said fair (which pleas in the days on which they ought to be held, according to the custom of the same fair ought to begin at the hour of Prime, and so to be continued from hour to hour until the hour of Vespers, after which hour indeed, according to the law and custom of the same fair, no plea ought to begin or to be held) the aforesaid John de Combe on Wednesday next after the feast of S. Calixtus, after sunset, in the seventeenth year of the now lord King,

nunc decimo septimo, apud Welles, quo die placita nundinarum que vocantur nundine S. Kalixti teneri deberent, colore officii sui non incepit tenere placitum super quadam querela de transgressione, quam quidam Johannes Osebarn' junior affirmavit versus predictum Johannem de Cranston', tenendum secundum legem et consuetudinem nundinarum predictarum. Nec predictus Johannes de Combe tunc primo super eadem querela exigere fecit predictum Johannem de Cranston'. Nec, pro eo quod idem Johannes de Cranston' tunc non venit, predictus Johannes de Combe non consideravit quod predictus Johannes Osbarn' recuperaret dampna sua versus predictum Johannem de Cranston' ad quadraginta libras. Nec predictus Johannes de Combe, virtute consideracionis predicte, capi fecit de predicto Johanne de Cranston' unum packum pannorum lanutorum precii triginta librarum nec unum equum precii triginta solidorum, nec ea liberavit predicto Johanni Osbern' nomine execucionis consideracionis predicte, prout predictus Johannes de Cranston' per billam suam supponit.

Misericordia. Ideo consideratum est quod predictus Johannes de Cranston' nichil capiat per billam suam set sit in misericordia pro falso clamore suo versus predictum Johannem de Combe, et idem Johannes de Combe eat inde sine die.

(m. 1.) **43.** ¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO S. HILLARII ANNO REGNI REGIS EDWARDI TERCII POST CONQUESTUM TRICESIMO QUINTO. (1361.)

(m. 83d.)

Sutham'. Thomas Joun, Walterus Bernard, Ricardus Tyford' et Thomas Goditon' de Neuport in misericordia pro pluribus defaultis :

Iidem Thomas, Walterus, Ricardus et Thomas attachiati fuerunt ad respondendum Johanni le Despenser de placito quare vi et armis duos equos ipsius Johannis, precii decem librarum, apud Neuport inventos, ceperunt et abduxerunt et alia enormia, etc., ad grave dampnum, etc., et contra pacem, etc. Et unde idem Johannes in propria persona sua queritur quod predicti Thomas et alii, die Sabbati proxima post festum S. Bartholomei, anno regni Regis nunc Anglie tricesimo quarto, vi et armis, videlicet gladiis, etc., duos equos ipsius Johannis precii decem librarum apud Neuport inventos ceperunt et abduxerunt, contra pacem, etc., unde dicit quod deterioratus est et dampnum habet ad valenciam centum librarum, et inde producit sectam, etc.

Et predicti Thomas, Walterus, Ricardus et Thomas per Thomam

¹ Coram Rege Roll 402.

at Wells, on which day the pleas of the fair, which is called the fair of S. Calixtus, ought to be held, by colour of his office did not begin to hold the plea upon a certain plaint of trespass which a certain John Osbern the younger affirmed against the aforesaid John de Cranston, to be held according to the law and custom of the fair aforesaid. Nor did the same John de Combe then cause the aforesaid John de Cranston to be exacted for the first time in respect of that plea. Nor, inasmuch as the said John de Cranston came not then, did the aforesaid John de Combe award that the aforesaid John Osbern should recover his damages against the aforesaid John de Cranston [appraised] at forty pounds. Nor did the aforesaid John de Combe, by virtue of the award aforesaid, cause to be taken from the aforesaid John de Cranston one pack of woollen cloths of the price of thirty pounds, nor one horse of the price of thirty shillings, nor deliver them to the aforesaid John Osbern in title of execution of the award aforesaid, as the aforesaid John de Cranston by his bill supposes.

Therefore it is awarded that the aforesaid John de Cranston is to take nothing by his bill, but is to be in mercy for his false claim against the aforesaid John de Combe, and the same John de Combe is to go without a day in that matter.

43. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF S. HILARY IN THE THIRTY-FIFTH YEAR OF THE REIGN OF KING EDWARD THE THIRD AFTER THE CONQUEST. (1361.)

Thomas Joun, Walter Bernard, Richard [of] T[w]yford and Thomas Goditon of Newport in mercy for many defaults.

The same Thomas, Walter, Richard and Thomas were attached to answer John the Dispenser on a plea wherefore by force and arms they took and carried away two horses of him, John, found at Newport, of the price of ten pounds, and other enormities, etc., to the grievous loss, etc., and against the peace, etc. And whereupon the said John in his proper person complains that the aforesaid Thomas and the others on Saturday next after the Feast of S. Bartholomew in the thirty-fourth year of the reign of the now King of England with force and arms, namely, with swords, etc., took and carried away two horses of him, John, found at Newport, of the price of ten pounds, against the Peace, etc. Whereupon he says that he is the worse and has loss to the value of one hundred pounds, and thereof he brings suit, etc.

And the aforesaid Thomas, Walter, Richard and Thomas, by Thomas

Mercy.

Southamp-
ton.

de Stanton' attornatum suum veniunt et defendunt vim et injuriam quando, etc., et petunt inde licenciam loquendi, etc. Et super hoc datus est dies partibus predictis usque a die Pasche in tres septimanas, ubicunque, etc., in statu quo nunc, etc. Ad quem diem coram Domino Rege veniunt partes predictae per attornatos suos, etc. Et predicti Thomas Joun, Walterus, Ricardus et Thomas de Goditon' dicunt quod quo ad venire vi et armis, in nullo sunt culpabiles; et de hoc ponunt se super patriam. Et quo ad capcionem equorum, dicunt quod domina Isabella,¹ filia Regis, est domina ville de Neuport, ubi predictus Johannes supponit transgressionem predictam sibi fieri, que quidem villa est villa mercatoria et liber burgus,² et ipsi Thomas et alii habent predictam villam ad feodi firmam de predicta domina Isabella; et habet in dicta villa quoddam mercatum tenendum per diem Sabbati qualibet septimana. Et ipsa Isabella et ipsi quorum statum ipsa habet, etc., a toto tempore, etc., habuit et habuerunt ratione mercati illius cognitiones placitorum de Pypoudre videlicet de contractibus, transgressionibus, convencionibus tempore mercati illius ibidem emergentibus. Et dicunt quod dictus Thomas Goditon' est senescallus illius mercati, et alii subballivi sui; et quod quidam Willelmus de Twyford', clericus, dicto die Sabbati, supponendo unum contractum esse inter ipsum et dictum Johannem le Despenser infra mercatum predictum, attachiavit quandam querelam super injusta detencione catallorum versus predictum Johannem. Et sic predictus Thomas, virtute querele predictae, precepit predictis Waltero, Ricardo et Thome ut attachiarent predictum Johannem per catalla sua infra dictum mercatum existencia, et sic ipsi ceperunt dictos duos equos. Et petunt iudicium, etc.

Et predictus Johannes dicit quod ubi predicti ballivi supponunt ipsos habere cognitiones placitorum de Pypoudre ratione mercati illius, dicit quod dictum mercatum est infra dominium dicte domine Isabelle, que quidem cognicio de sui natura se extendit ad extraneos et forincecos non habentes terras vel tenementa, catalla vel residenciam infra dominium predictum, qui secundum communem legem justiciari non possunt. Et dicit quod ipse habet et habuit dicto die Sabbati unum mesuagium, duas carucatas terre et bona et catalla³ infra dominium dicte domine Isabelle, ut infra manerium et castellum suum de Cassebrok',⁴ infra quod manerium dicta villa de Neuport est et existit ut parcella illius manerii. Et dicit quod senescallus ipsius

¹ This was Isabella, wife of Ingram de Coucy (1366). The reference to Isabella de Fortibus, countess of Albemarle, goes back to the period before 1293.

² 'liber burgus' interlined in roll.

³ 'et . . . catalla' interlined in roll.

⁴ *i.e.* Carisbrooke.

de Stanton their attorney, come and defend force and injury when, etc., and they crave leave to imparl, etc. And hereupon a day is given to the parties aforesaid until three weeks of Easter Day, wheresoever, etc., in the state in which it now is, etc. At which day before the lord King the parties aforesaid come by their attorneys, etc. And the aforesaid Thomas Joun, Walter, Richard and Thomas de Goditon say that as for coming with force and arms, they are in no way guilty and of this they put themselves upon the country. And as to the taking of the horses, they say that the lady Isabella, daughter of the King, is lady of the town of Newport, where the aforesaid John supposes the trespass aforesaid to have been made upon him, which town, indeed, is a merchant town¹ and a free borough, and they, Thomas and the others, have the aforesaid town at fee-farm from the aforesaid lady Isabella; and she has in the said town a certain market to be held on Saturday in every week. And she, Isabella, and they whose state she has, etc., from the whole time, etc., had by reason of that market cognizance of pleas of Pie Poudre, namely, from contracts, trespasses, agreements, arising there in the time of that market. And they say that the said Thomas Goditon is steward of that market and the others his sub-bailiffs; and that a certain William of Twyford, clerk, on the said Saturday, supposing that there was a contract between him and the said John the Dispenser in the market aforesaid, attached a certain plaint upon the unjust detention of the chattels against the aforesaid John. And so the aforesaid Thomas, by virtue of the plaint aforesaid, enjoined the aforesaid Walter, Richard and Thomas that they should attach the aforesaid John by his chattels existing within the said market; and so they took the said two horses. And they seek judgment, etc.

And the aforesaid John says that where the aforesaid bailiffs suppose that they have cognizance of pleas of Pie Poudre by reason of that market, the said market is within the dominion of the said lady Isabella, which cognizance indeed of its own nature extends to strangers and foreigners not having lands or tenements, chattels or residence within the domain aforesaid who cannot be justiced according to the common law. And he says that he himself has and had, on the said Saturday, one messuage, two carucates of land, and goods and chattels within the domain of the said lady Isabella, as being within her manor and castle of Carisbrooke, within which manor the said town of Newport is and exists as a parcel of that manor. And he says that the

¹ Newport was the market town of the important manor of Swainstone, acquired by the Crown from the bishops of Winchester in 1284.

domine Isabelle, ut de dicto manerio, tenet placita ad dictum manerium spectancia, aliquando apud Newport, aliquando apud dictum manerium, pro voluntate sua, de omnibus contractibus infra dictum manerium; et sic a toto tempore usi sunt. Et sic dicit quod ipse est tenens in forma predicta justiciabilis per communem legem; et similiter dictus Willelmus de 'Twyford'; et sic ambe partes intrinseci et justiciabiles, etc., et petit judicium si ratione placiti de Pypoudre capcionem predictam advocare possint, etc.

Et predicti Thomas et alii dicunt, ut supra, quod ipsi habent dictum mercatum ad feodi firmam de dicta domina Isabella. Et dicunt quod a toto tempore usi sunt justiciare tam intrinsecos tenentes quam forinsecos nichil infra dominium predictum habentes, et hoc pretendunt verificare, et petunt judicium, etc. Et predictus Johannes dicit quod ad istam responsionem admitti non debent, quia dicit quod in prima responsione justificacio facta fuit ratione cognicionis placitorum de Pypoudre solummodo, absque aliqua alia ratione vel super aliqua alia consuetudine; que quidem cognicio per legem terre se extendit solummodo ad forinsecos nichil habentes, etc., et non ad intrinsecos habentes, etc.; et in ista secunda responsione allegant¹ ipsos a toto tempore usos fuisse justiciare tam intrinsecos quam forinsecos, que est alia materia justificabilis quam fuit materia prime responsionis, et eadem est contrarium quodam modo² prime responsionis. Et petit judicium et dampna sua, etc.

Et super hoc datus est dies partibus predictis coram Domino Rege a die S. Michaelis in xv. dies ubicumque, etc., de audiendo iudicio suo, etc. Ad quem diem coram Domino Rege veniunt partes predictae per attornatos suos predictos; et quia curia nondum avisatur, ideo dies datus est partibus predictis in Octabis S. Hillarii, ubicumque, etc., audiendo inde judicium. etc. Ad quem diem coram Domino Rege veniunt partes predictae per attornatos suos. Et predicti Thomas et alii dicunt, ut prius, quod ipsi habent dictum mercatum ad feodi firmam de predicta domina Isabella; et dicunt quod a toto tempore usi sunt per placita de pede pulverisato justiciare tam intrinsecos tenentes quam forinsecos nichil infra dominium predictum habentes; et hoc pretendunt ut prius verificare, etc. Et predictus Johannes le Despenser dicit quod cognicio de pede pulverisato de sui natura se extendit ad extraneos et forinsecos non habentes terras vel teneamenta vel residencia infra dominium predictum, qui secundum legem³ justiciari non possunt. Et dicit quod predicti ballivi a toto tempore usi non sunt justiciare intrinsecos tenentes per placita de pede

¹ 'allegat' in roll.

² 'quodomodo' in roll.

³ Supply 'communem' before 'legem.'

steward of her, the lady Isabella, as of the said manor, holds pleas pertaining to the said manor, sometimes at Newport, sometimes at the said manor (Carisbrooke), at his will, dealing with all contracts within the said manor ; and so they have been used to do all the time. And so he says that he is a tenant in the form aforesaid to be justiced by the common law ; and likewise William of Twyford : and so both parties are intrinsic [tenants] and to be justiced, etc. ; and he craves judgment if by reason of a plea of Pie Poudre they may be able to aver the taking [of the horses] aforesaid, etc.

And the aforesaid Thomas and the others say, as above, that they themselves have the said market at fee-farm of the said lady Isabella. And they say that all the time they have been used to justice as well intrinsic tenants as forinsec, having nothing within the dominion aforesaid ; and this they claim to aver and crave judgment, etc. And the aforesaid John says that they ought not to be admitted to that answer, because, he says, in the first answer justification was made by reason of cognizance of pleas of Pie Poudre only, without any other reason or upon any other custom ; which cognizance indeed by the law of the land extends only to forinsec [tenants] having nothing, etc., and not to intrinsic having, etc., and in that second answer they allege that they have been used all the time to justice as well the intrinsic as the forinsec, which is other justiceable matter than that which formed the material of the first answer and the same is altogether contrary to the first answer. And he craves judgment and his damages, etc.

And hereupon a day was given to the parties aforesaid before the lord King in 15 days from the Day of S. Michael, wheresoever, etc., for hearing their judgment, etc. At which day before the lord King come the parties aforesaid by their attorneys aforesaid ; and because the court is not yet advised, therefore a day is given to the parties aforesaid in the Octaves of S. Hilary, wheresoever, etc., for hearing their judgment thereof, etc. At which day before the lord King come the parties aforesaid by their attorneys. And the aforesaid Thomas and the others say, as before, that they themselves have the said market at fee-farm of the aforesaid lady Isabella ; and they say that all the time they have been used to justice by pleas of Pie Poudre as well intrinsic tenants as forinsec, having nothing within the domain aforesaid, and this they claim, as before, to aver, etc. And the aforesaid John the Dispenser says that the cognizance of the Pie Poudre of its own nature extends to strangers and foreigners not having lands, or tenements, or residences within the domain aforesaid, who cannot be justiced according to the [common] law. And he says that the aforesaid bailiffs all the time have not been used to justice intrinsic tenants by pleas of the Pie Poudre

pulverisato infra dominium predictum, prout iidem Thomas et alii placitando allegant. Et hoc petit quod inquiretur per patriam; et predicti Thomas et alii similiter. Ideo veniat inde jurata coram Domino Rege a die Pasche in xv. dies ubicumque, etc.; et qui nec, etc.; ad recognoscendum, etc.; quia tam, etc. Idem dies datus est partibus, etc.

44. ¹ ADHUC PLACITA CORAM BARONIBUS DE SCACCARIO APUD WESTMONASTERIUM DE TERMINO PASCHE ANNO REGNI REGIS HENRICI SEXTI POST CONQUESTUM VICESIMO TERCIO. (1445.)

(m. 40.)
Civitas
Ebor'.
Pro Simone
Swan et
Johanne
Brandesby
versus
Johannem
Bolton', per
breve de
ex parte
talis.

Memorandum quod vicecomites civitatis Eboraci, videlicet Willelmus Clyff' et Ricardus Claybruke, retornaverunt hic modo a die Pasche in unum mensem hoc termino quoddam breve Domini Regis nunc de magno sigillo suo eis directum, cujus quidem brevis tenor sequitur in hec verba :

Henricus Dei gratia rex Anglie et Francie et Dominus Hibernie vicecomitibus civitatis Eboraci salutem. Ex parte Simonis Swan de Eboraco et Johannis Brandesby de Eboraco captorum et detentorum in prisona nostra civitatis predictae pro arreragiis compoti sui, in quibus Johannes Bolton civis et mercator Eboraci asserit ipsos sibi teneri de tempore quo fuerunt receptores denariorum ejusdem Johannis Bolton nobis est ostensum quod auditores compoti predicti, per ipsum Johannem Bolton' ad hoc deputati, ipsos Simonem et Johannem Brandesby super eodem compoto indebite gravaverunt; onerando ipsos de receptis que non receperunt, et non allocando eis expensas et liberationes rationabiles, in ipsorum Simonis et Johannis Brandesby dampnum non modicum et gravamen. Et quia nolumus quod eisdem Simoni et Johanni Brandesby injuriatur in hac parte, vobis precipimus quod si predicti Simon et Johannes Brandesby vobis per testimonium auditorum compoti predicti liberati fuerint, et invenerint vobis sufficientes manucaptos qui eos manucapiant habere coram Thesaurario et Baronibus nostris de Scaccario a die Pasche in unum mensem, ad reddendum prefato Johanni Bolton' compotum suum predictum, juxta formam Statuti de communi consilio regni nostri inde provisi,² tunc ipsos Simonem et Johannem Brandesby, a prisona predicta, si ea occasione et non alia detineantur in eadem, interim deliberari faciatis per manucaptionem predictam. Et scire faciatis predicto Johanni Bolton' quod tunc sit ibi cum rotulis et talliis per quos predicti Simon

¹ Exchequer Plea Roll 143.

² To escape the severity of their master's auditors, these factors are brought before the Barons by this writ, under the Statute of Westminster (II), c. 11.

within the domain aforesaid as the same Thomas and the others allege in pleading. And this he craves that it may be inquired by the country; and the aforesaid Thomas and the others likewise. Therefore let a jury come about this before the lord King in 15 days of Easter Day, wheresoever, etc.; and who neither, etc.; to make recognition, etc.; because as well, etc. The same day is given to the parties, etc.

44. YET PLEAS BEFORE THE BARONS OF THE EXCHEQUER AT WESTMINSTER OF THE TERM OF EASTER IN THE TWENTY-THIRD YEAR OF THE REIGN OF KING HENRY, SIXTH AFTER THE CONQUEST. (1445.)

Be it remembered that the sheriffs of the city of York, namely William Clyff and Richard Claybruke, have returned here now in one month of Easter Day, a certain writ of the now lord King under his Great Seal, directed to them, of which writ, indeed, the tenor follows in these words :

Henry by the Grace of God, King of England and France and Lord of Ireland, to the Sheriffs of the city of York, greeting. On behalf of Simon Swan of York and John Brandesby of York (taken and detained in our prison of the city aforesaid, for arrears of their account, in which John Bolton, citizen and merchant of York, asserts that they are bound to him for the time when they were receivers of the moneys of the same John Bolton) it is shown to us that the auditors of the account aforesaid, deputed for this, have aggrieved them, Simon¹ and John Brandesby, unduly upon the same account; by charging them with receipts which they have not received and by not allowing to them expenses and reasonable payments, to the no small loss and grievance of them, Simon and John Brandesby. And because we are unwilling that the same Simon and John Brandesby should be injured in this respect we order you that if the aforesaid Simon and John Brandesby shall have been delivered up to you by the testimony of the auditors of the account aforesaid and shall have found you sufficient sureties who will mainpern them, to have them before our Treasurer and Barons of the Exchequer in one month of Easter Day to render to the aforesaid John Bolton his account aforesaid, according to the form of the Statute provided herein by the common council of our realm, then you shall cause them, Simon and John Brandesby, to be delivered from our prison in the meantime by the mainprise aforesaid, if they are detained in the same for that cause and none other. And you shall make known to the aforesaid John Bolton that he is then to be here with the rolls and tallies

¹ Here and elsewhere Simon's surname has been dropped by the scribe, or perhaps John Brandesby's surname has been retained to prevent confusion with John Bolton, the plaintiff.

City of York.
For Simon
Swan and
John
Brandesby
against
John Bolton,
by writ of
ex parte
talis.

et Johannes Brandesby compotum suum prius reddiderunt, ad faciendum et recipiendum in premissis quod de jure et secundum formam Statuti predicti fuerit faciendum. Et habeatis ibi nomina manucaptorum illorum et hoc breve. Teste me ipso apud Westmonasterium xxvii^o die Februarii, anno regni nostri vicesimo tercio.

Et breve predictum indorsatur sic: Responsum Willelmi Clyff et Ricardi Claybruke vicecomitum civitatis Eboraci patet in subscriptis et in quadam cedula huic brevi annexa.¹

.

Quorum quidem auditorum testimonium patet in quadam cedula huic brevi annexa, et tenor ejusdem cedula sequitur in hec verba: Hec indentura facta apud Eboracum ultimo die Januarii anno regni Regis Henrici sexti post conquestum vicesimo tercio testatur quod Johannes Brandesby et Simon Swan servientes et receptatores denariorum Johannis Bolton civis et mercatoris Eboraci debent clare eidem Johanni Bolton', super fine compoti sui redditu et terminati apud Eboracum die et anno predictis, coram Henrico Gascoigne et Ricardo Burton' auditoribus compoti predictorum Johannis Brandesby et Simonis, prout patet in eodem compoto, omnibus computatis et allocatis, ultra denarios sibi respectuatos in eodem compoto, ccciiij^{xxixl}. vjs. vjd., pro qua quidem summa predicti Johannes Brandesby et Simon per auditores predictos arestati et liberati sunt Willelmo Clyff' de Eboraco mercatori et Ricardo Claybruke de Eboraco, chapman, vicecomitibus civitatis Eboraci ad conservandos et custodiendos salvo et secure in gaola ejusdem civitatis sub custodia sua, prout ratio et ordo compoti exigunt et requirunt, juxta vim, formam et effectum Statuti inde editi, sub pena qua incumb[it]. In cujus rei testimonium tam predicti Henricus et Ricardus Burton, auditores compoti predicti, quam prefati Wilelmus et Ricardus Claybruke, vicecomites dicte civitatis, partibus hujus indenture sigilla sua alternatim apposuerunt: Hiis testibus, Thoma Danby, Willelmo Abyrforte, mercatoribus; Roberto Colynson' mercer, Willelmo Shefeld de Eboraco, skinner, Ada Fell et aliis. Data die, loco et anno supradictis.

Et modo ad mensem predictum venerunt hic predicti Simon et Johannes Brandesby in propriis personis suis. Et super hoc predictus Johannes Bolton' venit hic per Willelmum Essex' et Johannem Byspyham attornatos suos et protulit et ostendit curie hic quendam

¹ Bail is found by eight citizens of York and *scire facias* to John Bolton to attend with rolls and tallies.

by which the same Simon and John Brandesby previously rendered their account, to do and receive what of right and according to the form of the Statute aforesaid shall remain to be done in the premises. And you are to have there the names of these mainpernors and this writ. Witness myself at Westminster, the 27th day of February in the twenty-third year of our reign.

And the writ aforesaid is indorsed thus : The answer of William Clyff and Richard Claybruke, sheriffs of the city of York, appears in the writing below and in a certain schedule annexed to this writ.¹

.

And the testimony of these auditors indeed appears in a certain schedule annexed to this writ, and the tenor of the same schedule follows in these words : This indenture made at York on the last day of January in the twenty-third year of the reign of King Henry, sixth after the Conquest, witnesses that John Brandesby and Simon Swan, servants and receivers of the moneys of John Bolton, citizen and merchant of York, owe clearly to the same John Bolton at the end of their account rendered and terminated at York the day and year aforesaid before Henry Gascoigne and Richard Burton, auditors of the account of the aforesaid John Brandesby and Simon as appears in the same account ; all things being reckoned and allowed with the exception of the moneys respited to them in the same account, 489*l.* 6*s.* 6*d.* ; (for which sum, indeed, the aforesaid John Brandesby and Simon were arrested by the auditors aforesaid and delivered to William Clyff of York, merchant, and to Richard Claybruke of York, chapman, sheriffs of the city of York, to be kept and guarded safely and securely in the gaol of the same city under their custody,) as reckoning and statement of the account exact and require according to the force, form and effect of the Statute provided for that purpose, under the penalty incurred thereby. In witness of which they as well the aforesaid Henry and Richard Burton, auditors of the account aforesaid, as the before-mentioned William and Richard Claybruke, sheriffs of the said city, have affixed their seals to the respective parts of this indenture : These are witnesses, Thomas Danby, William [of] Aberford, merchants, Robert Colynson, mercer, William Shefeld of York, skinner, Adam Fell, and others. Dated in the day, place and year above said.

And now at the month² aforesaid came here the aforesaid Simon and John Brandesby in their proper persons. And hereupon the aforesaid John Bolton came here by William Essex and John Byspryham, his attorneys, and proffered and showed to the court here a certain roll of

¹ See footnote opposite.

² *i.e.* the ' month from Easter ' mentioned above.

Flete.

rotulum compoti per ipsos Simonem et Johannem prius redditi ; necnon quendam librum de papiro continentem viginti octo folia per quem predicti Simon et Johannes Brandesby prius computarunt, et petit quod predicti Simon et Johannes Brandesby committantur prisone Domini Regis de Flete pro arreragiis compoti predicti, ibidem moraturi quousque, etc. Et super hoc predicti Simon et Johannes Brandesby committantur prisone dicti Domini Regis de Flete ; incontinentique dictus rotulus cum libro de papiro deliberantur Roberto Mildenhale clerico placitorum hujus Scaccarii, hic, etc., salvo custodienda, etc.¹ Et super hoc Johannes Somer et Ricardus Bedford duo auditorum hujus Scaccarii assignantur per Barones ad recitationem compoti predicti audiendam citra Octabas Sancte Trinitatis proximo futuras ; incontinentique predicti rotulus et liber deliberantur per prefatum Robertum Mildenhale prefatis Johanni Somer' et Ricardo Bedford auditoribus hujus Scaccarii per preceptum hujus curie ad recitationem ejusdem compoti audiendam, etc.

(m. 40d.) Et super hoc predicti Simon et Johannes Brandesby invenerunt manucaptos videlicet.²

Ad quem diem partes predictae venerunt hic, dictus videlicet Johannes Bolton per attornatos suos et predicti Simon et Johannes Brandesby in propriis personis suis. Et predicti auditores hujus Scaccarii deliberarunt hic dictum rotulum compoti cum predicto libro de papiro eis prius deliberata unacum quodam rotulo de articulis querelarum ipsorum Simonis et Johannis Brandesby tam de diversis denariorum summis super ipsos per auditores predictos, per predictum Johannem Bolton assignatos, in compoto predicto injuste oneratis, quam de diversis expensis et liberacionibus eis similiter injuste dis-allocatis et respectuatis. Qui quidem rotuli et liber remanent in custodia prefati Roberti Mildenhale, clerici placitorum hujus Scaccarii, cujus quidem rotuli de articulis tenor sequitur in hec verba.³

(42d.) Et super hoc predictus Johannes Bolton ad respondendum articulis predictis per Barones predictos allocutus, etc., dicit quod ipse ad presens non est avisatus eisdem articulis respondendum,⁴ et petit diem inde loquendi usque Octabas Sancti Michaelis citra quem, etc., quod per curiam concessum est ei. Et idem dies datus est prefatis Simoni et

¹ In a case tried more than 150 years earlier it is the remembrancer who takes charge of documents deposited (p. 61).

² An esquire and four gentlemen of Yorkshire are named as sureties.

³ These Articles (which are both interesting and instructive) are summarized elsewhere in this volume (p. 156 sq.).

⁴ Sic ; ' ad eisdem articulis ' in roll.

account previously rendered by them, Simon and John ; besides a certain book of paper, containing twenty-eight leaves, by which the aforesaid Simon and John Brandesby previously accounted ; and he asks that the aforesaid Simon and John Brandesby may be committed to the lord King's prison of the Fleet for arrears of the account aforesaid, there to remain until, etc. And hereupon the aforesaid Simon and John Brandesby are committed to the said lord King's prison of the Fleet ; and incontinently the said roll with the book of paper are delivered to Robert Mildenhale, clerk of the Pleas of this Exchequer, here, etc., to be safely kept, etc. And hereupon John Somer and Richard Bedford, two Auditors of this Exchequer, are assigned by the Barons for hearing a recital of the account aforesaid within the Octaves of the Holy Trinity next to come ; and incontinently the aforesaid roll and book are delivered by the above-mentioned Robert Mildenhale to the before-mentioned John Somers and Richard Bedford, Auditors of this Exchequer, by precept of this court, to hear the recital of the same account, etc.

And hereupon the aforesaid Simon and John Brandesby found mainpernors, namely.¹

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At which day the parties aforesaid came here, namely the said John Bolton by his attorneys, and the aforesaid Simon and John Brandesby in their proper persons. And the aforesaid Auditors of this Exchequer delivered here the said roll of account with the aforesaid book of paper previously delivered to them, together with a certain roll of Articles of Complaints of them, Simon and John Brandesby, as well of divers sums of money unjustly charged upon them in the account aforesaid by the Auditors aforesaid appointed by the before-mentioned John Bolton, as of divers expenses and payments likewise unjustly disallowed to them and placed in respite. And this roll and book remain in fact in the custody of the before-mentioned Robert Mildenhale, clerk of the Pleas of this Exchequer ; and the tenor of that roll of Articles follows in these words.²

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And hereupon the aforesaid John Bolton, called upon to answer the Articles aforesaid, says that he at present is not advised to answer the same Articles, and he craves a day for arguing on them, till the Octaves of S. Michael within which, etc., and this is granted to him by the court. And the same day is given to the before-mentioned Simon and John

¹ See footnote 2 opposite.

² See footnote 3 opposite.

Johanni Brandesby hic, etc. Et quia manucaptores predicti dictorum Simonis et Johannis Brandesby ad solucionem arreragiorum in compoto predicto specificatorum faciendam, videlicet ccciiij^{xx}ixl. vjs. vjd., in casu quo arreragia illa prefato Johanni Bolton' debita adjudicari contigerint, minus sufficientes existunt, prout curia ista credibiliter informatur; ideo dictum est per curiam prefatis Simoni et Johanni Brandesby quod invenient alios manucaptores sufficientes qui eos manucapere voluerint unacum aliis manucaptoribus supradictis, modo et forma per eosdem manucaptores superius recognitis.

Et super hoc Robertus Hynkershill' de Roderham in comitatu Ebor', gentilman, et Johannes Wylcok de Hover Holand in eodem comitatu, gentilman, venerunt coram Baronibus hujus Scaccarii quarto decimo die Julii anno regni dicti Domini Regis nunc vicesimo tercio in propriis personis suis et manuceperunt de habendo corpora predictorum Simonis et Johannis Brandesby hic, etc., in Octabis Sancti Michaelis proximo futuris, et sic de die in diem et termino in terminum quousque discussum fuerit in premissis; alioquin recognoverunt se et utrumque eorum debere prefato Johanni Bolton arreragia in compoto predicto, videlicet ccciiij^{xx}ixl. vjs. vjd., que concesserunt et uterque eorum per se concessit de terris et catallis suis ad opus dicti Johannis Bolton' levare in casu quo ipsi dictos Simonem et Johannem Brandesby ad Octabas Sancti Michaelis predictas, et sic de die in diem et termino in terminum quousque discussum fuerit in premissis in forma predicta, non habuerint hic, etc.¹

(m. 408.) **45.** ² [PLACITA APUD WESTM' CORAM JUSTICIARIIS DOMINI REGIS DE BANCO DE TERMINO S. MICHAELIS ANNO REGNI REGIS HENRICI SEXTI XXXIIJ°.] (1354.)

Dominus rex mandavit senescallo et ballivo libertatis abbatis Westm' ville sue Westm' necnon custodibus curie sue Pedis pulverisati³ et nundinarum ibidem, et eorum cuilibet, breve suum clausum in hec verba: Henricus Dei gracia rex Anglie et Francie et dominus Hibernie, senescallo et ballivo libertatis abbatis Westm' ville sue Westm' necnon custodibus curie sue Pedis pulverisati³ et nundinarum ibidem, et eorum cuilibet, salutem. Ostensum est nobis ex parte Petri Weston' de Petworth in comitatu Sussex', gentilman, quod cum ipse

¹ This case appears again on m. 48 of the roll, when Simon Swan is brought up in custody to answer to a claim of 22*l.*, the balance of arrears due.

² De Banco Roll 775.

³ For other activities of this court, see above, pp. 93-96, and below, p. 151 sq.

Brandesby, here, etc. And because the mainpernors aforesaid of the said Simon and John Brandesby are not fully able to make a solution of the arrears specified in the account aforesaid, namely 489*l.* 6*s.* 6*d.* (in the case where those arrears may happen to be adjudged as due to the before-mentioned John Bolton), as the court is credibly informed, therefore it is said by the court to the before-mentioned Simon and John Brandesby that they are to find other sufficient mainpernors who are willing to mainpern them with the other mainpernors abovesaid, in manner and form above recognized by the same mainpernors.

And hereupon Robert Hynkershill of Rotherham in the county of York, gentleman, and John Wylcock of Over Hoyland, in the same county, gentleman, came before the Barons of this Exchequer on the fourteenth day of July in the twenty-third year of the said now lord King, in their proper persons, and mainperned to have the bodies of the aforesaid Simon and John Brandesby here, etc., in the Octaves of S. Michael next to come, and so from day to day and term to term until there has been a discussion of the premises, or else that they have acknowledged that they and each of them owe to the before-mentioned John Bolton the arrears in the account aforesaid, namely 489*l.* 6*s.* 6*d.*, which they have granted and each of them by himself has granted to be levied from his lands and chattels to the use of the said John Bolton, in case that they shall not have here the said Simon and John Brandesby at the Octaves of S. Michael aforesaid, and so from day to day and term to term until there has been discussion of the premises in the form aforesaid, etc.

45. PLEAS AT WESTMINSTER BEFORE THE JUSTICES OF THE LORD KING OF THE BENCH OF THE TERM OF S. MICHAEL IN THE 33RD YEAR OF THE REIGN OF KING HENRY THE SIXTH. (1354.)

The lord King sent to the steward and to the bailiff of the liberty of the abbot of Westminster of his town of Westminster, and also to the keepers of his court of Pie Poudre and of the fair there, and to every one of them, his close writ in these words: Henry by the grace of God, King of England and France and Lord of Ireland, to the steward and bailiff of the liberty of the abbot of Westminster of his town of Westminster, and also to the keepers of his court of Pie Poudre and of the fair there, and to every one of them, greeting. It has been shown to us on behalf of Peter Weston of Petworth in the county of Sussex, gentleman, that whereas he and every one of our lieges in coming

et quilibet ligeus noster in veniendo versus curiam nostram de Banco ad aliquod placitum ibidem proseguendum vel defendendum, ibidem morando, et exinde versus sua propria redeundo, sub proteccione nostra esse debeant et consueverint, juxta libertates et privilegia ejusdem curie a tempore quo non extat memoria usitata,¹ quidam tamen malevoli machinantes ipsum Petrum multipliciter pregravare, eundem Petrum, ut fuit in veniendo versus curiam nostram predictam ad respondendum Willelmo Hulyn' civi et piscenario Londonie ad quoddam breve nostrum de placito debiti versus ipsum Petrum nuper impetratum et vicecomitibus Londonie nuper directum, quod quidem breve retornabile et retornatum fuit coram justiciariis nostris apud Westmonasterium a die S. Michaelis in tres septimanas ultimo preteritas, per ministros nostros arestari et in prisiona nostra sub custodia vestra detineri procurarunt minus juste, in ipsius Petri dispendium non modicum, et manifestam enervacionem libertatum et privilegiorum curie nostre supradicte; unde nobis supplicavit sibi remedium adhiberi. Et quia eidem Petro fieri volumus quod est justum et consonum rationi, ac libertates et privilegia curie nostre supradicte inviolabiliter observari, vobis et utrique vestrum precipimus quod corpus predicti Petri in prisiona nostra sub custodia vestra detentum, quocumque nomine idem Petrus censeatur, una cum die et causa capcionis et detencionis ejusdem, habeatis coram justiciariis nostris apud Westmonasterium die Martis proximo futuro, ut iidem justicarii, visa causa predicta, facere valeant quod secundum consuetudines, libertates et privilegia predicta fuerit faciendum. Et habeatis ibi hoc breve. Teste J. Prysot apud Westmonasterium xxv. die Octobris anno regni nostri tricesimo tercio.

2

(m. 408d.) Ideo ego predictus ballivus libertatis infrascripte justiciariis Domini Regis de Banco suo in predicto brevi limitatis certifico quod predictus Petrus non est nec remanet in custodia mea die liberacionis brevis predicti; set quo ad causam capcionis et detencionis predicti Petri preantea in custodia mea commissi, cum omnibus et singulis causis, placitis et querelis in curia Pedis Pulverizati nundinarum dicti domini abbatis habitis et levatis, patet in una cedula huic brevi annexa, cujus quidem cedula tenor sequitur in hec verba:

¹ For proceedings in contempt of the King's Courts, see above, pp. xxxvii, 29, 43, 44, and below in this same case, pp. 112-113.

² The response of John Savage, bailiff of the abbot of Westminster, follows. He could not comply with the writ of 25 October, but produces the body of Peter on Wednesday, 30 October, in answer to another writ.

towards our court of the Bench to prosecute or defend any plea there, sojourning there and returning thence towards their own places, ought and were accustomed to be under our protection according to the liberties and privileges of the same court in use from a time of which the memory does not exist, yet certain malevolent persons, scheming to oppress him, Peter, in many ways, less than justly, procured that the same Peter (as he was coming towards our court aforesaid to answer William Hulyñ', citizen and fishmonger of London, on a certain writ of ours concerning a plea of debt against him, Peter, lately obtained and lately directed to the sheriffs of London, which writ indeed was returnable and was returned before our justices at Westminster in three weeks from the Day of S. Michael last past) should be arrested by our ministers and detained in our prison under your custody, to the no small cost of him, Peter, and to the manifest enervation of the liberties and privileges of our court abovesaid, for which he has supplicated us for a remedy to be provided for him. And because we wish what is just and consonant with reason to be done to the same Peter, and the liberties and privileges of our court abovesaid to be inviolably observed, we order you and each one of you that you have the body of the aforesaid Peter detained in our prison under your custody, by whatever name the same Peter may be called, together with the date and cause of his being taken and detained, before our justices at Westminster on Tuesday next coming, that the same justices, having seen the cause aforesaid, may be able to do what should be done according to the liberties and privileges aforesaid. And you are to have here this writ. Witness J[ohn] Prysot, at Westminster, the 25th day of October in the thirty-third year of our reign.

.

Therefore I, the aforesaid bailiff of the liberty within written, certify the justices of the lord King of his Bench specified in the aforesaid writ, that the aforesaid Peter is not and does not remain in my custody on the day of the delivery of the writ aforesaid; but as to the cause of the taking and detention of the aforesaid Peter, formerly committed to my custody, (with all and singular the causes, pleas, and complaints had and levied in the Pie Poudre court of the fair of the lord abbot,) it appears in one schedule annexed to this writ, the tenor of which schedule indeed follows in these words :

¹ Curia pedis pulverizati abbatis Westmonasterii ratione nundinarum suarum apud Westmonasterium tenta et in eisdem nundinis coram Ricardo Walshe et Johanne Savage, custodibus earundem nundinarum, hora novena post meridiem diei Mercurii proxima ante festum Apostolorum Simonis et Jude, anno regni regis Henrici sexti post conquestum tricesimo tercio.

Westmonasterii. Ad hanc curiam venit Edmundus permissione divina abbas monasterii S. Petri Westmonasterii per Henricum Marble attornatum suum; et secundum consuetudinem curie predictae queritur de Petro Weston' de comitatu Sussex' armigero, mercatore, de placito debiti centum librarum, etc. Et invenit plegios de proseguendo querelam illam, videlicet Ricardum Hyton' et Thomam More, etc. Ideo secundum consuetudinem curie predictae preceptum est Stephano Bewele subballivo curie predictae ac ministro ejusdem curie quod summoneat predictum Petrum, ita quod sit coram prefatis custodibus curie hic, scilicet apud Westm', die Jovis tunc proximo sequenti, hora novena ante meridiem ejusdem diei Jovis, ad respondendum dicto querenti de predicto placito. Et eadem hora data est prefato querenti hic, etc. Ad quam quidem horam hic venit predictus abbas per attornatum suum predictum. Et predictus subballivus et minister curie predictae retornavit hic quod dictus Petrus nichil habet in balliva sua per quod potest summoneri, etc. Ideo secundum consuetudinem curie predictae preceptum est dicto subballivo et ministro curie predictae quod capiat predictum Petrum, etc., ita quod eum habeat hic coram prefatis custodibus curie predictae die Veneris, hora quarta post meridiem ejusdem diei Veneris. Et eadem hora data est prefato querenti hic, etc. Ad quam horam venit predictus abbas per attornatum suum predictum. Et predictus subballivus et minister curie predictae testatur quod cepit predictum Petrum, cujus corpus hic ad hanc horam, paratum habet, etc.

¹ Curia pedis pulverizati abbatis Westmonasterii ratione nundinarum suarum apud Westmonasterium tenta et in eisdem nundinis coram Ricardo Walshe et Johanne Savage, custodibus earundem nundinarum, hora quarta post meridiem diei Veneris proxima ante festum Apostolorum Simonis et Jude, anno regni regis Henrici sexti post conquestum tricesimo tercio.

¹ The headings of the two sessions of this Court of Pie Poudre have not been printed here in capitals owing to their length. They are distinguished from the pleadings that follow by 'white lines.'

Court of Pie Poudre of the Abbot of Westminster by reason of his fair held at Westminster and in the same fair before Richard Walsh and John Savage, keepers of the same fair, at the ninth hour after noon of Wednesday next before the Feast of the Apostles Simon and Jude, in the thirty-third year of the reign of King Henry, sixth after the Conquest.

Westminster : At this court came Edmund, by divine permission abbot of the monastery of S. Peter of Westminster, by Henry Marble his attorney, and according to the constitution of the court aforesaid he complains of Peter Weston of the county of Sussex, esquire, merchant,¹ in a plea of debt of a hundred pounds, etc. And he found pledges of prosecuting that plaint, namely Richard Hyton and Thomas More, etc. Therefore according to the custom of the court aforesaid precept is made to Stephen Bewly, sub-bailiff of the court aforesaid and minister of the same court, that he do summon the aforesaid Peter, so that he be before the aforesaid keepers of the court, here, namely at Westminster, on Thursday then next following, at the ninth hour before noon of the same Thursday, to answer the said plaintiff here, etc. And the same hour is given to the before-mentioned plaintiff, etc. At which hour indeed the aforesaid abbot comes by his attorney aforesaid, and the aforesaid sub-bailiff and minister of the court aforesaid returned here that the said Peter has nothing in his bailiwick by which he can be summoned, etc. Therefore according to the custom of the court aforesaid precept is made to the said sub-bailiff and minister of the court aforesaid that he take the aforesaid Peter, etc., so that he have him here before the before-mentioned keepers of the court aforesaid on Friday, at the fourth hour after noon. And the same hour is given to the before-mentioned plaintiff here, etc. At which hour comes the aforesaid abbot by his attorney aforesaid. And the aforesaid sub-bailiff and minister of the court aforesaid testifies that he took the aforesaid Peter, whose body, here, at this hour, he has ready, etc.

Court of Pie Poudre of the Abbot of Westminster by reason of his fair held at Westminster and in the same fair before Richard Walsh and John Savage, keepers of the same fair, at the fourth hour after noon of Friday next before the Feast of the Apostles Simon and Jude, in the thirty-third year of the reign of King Henry, sixth after the Conquest.

¹ Sic. The social significance of this title will be obvious.

Westm': Petrus Weston' de comitatu Sussex', armiger, summonitus fuit ad respondendum Edmundo permissione divina abbati monasterii S. Petri Westm' de placito quod reddat ei centum libras quas ei debet et injuste detinet, etc. Et unde idem abbas, per Henricum Marble attornatum suum, dicit quod cum predictus Petrus quintodecimo die mensis Marcii, anno regni Domini Regis nunc tricesimo secundo, apud villam Westmonasterii infra jurisdictionem curie predictae, per quoddam scriptum suum obligatorium, concessisset se teneri et firmiter obligari prefato abbati in predictis centum libris, solvendis eidem abbati aut successoribus suis in festo Annunciacionis Beate Marie Virginis extunc proxima sequenti; predictus tamen Petrus, licet sepius requisitus, predictas centum libras eidem abbati nondum reddidit, set illas ei hucusque reddere contradixit et adhuc contradicit. Unde dicit quod deterioratus est et dampnum habet ad valenciam quadraginta librarum. Et inde producit sectam, etc. Et profert hic in curia scriptum predictum quod debitum predictum in forma predicta testatur, cujus datum est die et anno supradictis.

Et predictus Petrus in propria persona sua venit et defendit vim et injuriam quando, etc. Et dicit quod ipse non potest dedicere dictam accionem predicti abbatis, nec quin predictum scriptum obligatorium sit factum ipsius Petri, nec quin ipse debeat predicto abbati predictas centum libras, prout idem abbas superius versus eum narravit. Ideo consideratum est quod predictus abbas recuperet versus predictum Petrum predictas centum libras et dampna sua ad tresdecim solidos et quatuor denarios, ex assensu ipsius abbatis per curiam hic taxata. Et predictus Petrus in misericordia, etc. Et super hoc predictus Petrus Weston', presens hic in curia, committitur Waltero Mabisden', custodi prisone curie predictae, etc., salvo custodiendus, etc.

Et modo hic¹ ad prefatum diem Mercurii, venit predictus ballivus hic in curia in propria persona sua, et per curiam hic super sacramentum suum oneratus et super premissis examinatus, utrum ipse aliquam aliam causam vel causas capcionis et detencionis ipsius Petri, super predictum Petrum in Cancellariam domini Regis virtute predicti brevis Domini Regis de Cancellaria predicti domini Regis emanentis, certificaverit¹ necne, dicit quod ipse nullam aliam causam vel causas versus predictum Petrum in predictam Cancellariam domini Regis virtute predicti brevis domini Regis certificavit.

¹ *i.e.* in the Common Bench.

Westminster : Peter Weston of the County of Sussex, esquire, was summoned to answer Edmund, by divine permission abbot of the monastery of S. Peter's, Westminster, in a plea that he render to him one hundred pounds which he owes to him and unjustly detains, etc. And whereupon the same abbot, by Henry Marble his attorney, says that whereas the aforesaid Peter on the fifteenth day of March in the thirty-second year of the reign of the now King, at the town of Westminster within the jurisdiction of the court aforesaid, by his certain writing obligatory granted that he was bound and firmly under obligation to the before-mentioned abbot in the aforesaid hundred pounds, to be paid to the same abbot or his successors on the Feast of the Annunciation of the Blessed Mary the Virgin then next following, yet the aforesaid Peter, though often requested, has not yet rendered the aforesaid hundred pounds to the same abbot, but has heretofore refused to render them and yet refuses. Whereupon he says that he is the worse and has loss to the value of forty pounds. And thereof he produces suit, etc. And he proffers here, in court, the writing aforesaid, which testifies the debt aforesaid in the form aforesaid, the date of which is in the day and year abovesaid.

And the aforesaid Peter in his proper person comes and defends force and injury when, etc. And he says that he himself cannot gainsay the said action of the aforesaid abbot, nor that the aforesaid writing obligatory is the deed of him, Peter, nor that he owes to the aforesaid abbot the aforesaid hundred pounds as the aforesaid abbot has above counted against him. Therefore it is awarded that the aforesaid abbot shall recover against the aforesaid Peter the aforesaid hundred pounds and his damages [assessed] at thirteen shillings and fourpence, taxed here by the court, by the assent of the abbot himself. And the aforesaid Peter in mercy, etc. And hereupon the aforesaid Peter Weston, present here in court, is committed to Walter Mabisden, keeper of the prison of the court aforesaid, etc., to be kept safely, etc.

And now here, on the before-mentioned Wednesday, comes the aforesaid bailiff here in court in his proper person, and charged by the court here upon his oath and examined upon the premises, whether or not he did certify into the Chancery of the lord King any other cause or causes of the taking and detention of him, Peter, in the matter of the aforesaid Peter, by virtue of the aforesaid writ of the lord King emanating from the Chancery of the lord King, he says that he himself certified no other cause or causes against the aforesaid Peter into the aforesaid Chancery of the lord King by virtue of the aforesaid writ of the lord King.

Quibus omnibus et singulis per curiam hic examinatis, consideratum est per curiam hic quod predictus Petrus, juxta libertates et privilegia curie de Banco predicto hic, a curia Regis hic quietus de premissis dimittatur, et quod predictum judicium predictae curie predicti abbatis¹ pulverizati in forma predicta, contra libertates et privilegia curie de Banco predicto redditum, omnino adnulletur et cassetur et penitus pro nullo habeatur. Et predictus Petrus eat inde quietus, etc.

46. ² PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI QUARTI POST CONQUESTUM PRIMO.—J. MARKHAM. (1461.)

Adhuc de termino Michaelis.

[Kanc'.]
Error
(certiorari)

Henricus Dei gratia Rex Anglie et Francie et Dominus Hibernie majori civitatis sue Cantuarie salutem. Quia in recordo et processu ac eciam in reddicione judicii loquele que fuit coram Willelmo Bolde, nuper majore ejusdem civitatis, in curia nostra civitatis predictae secundum consuetudinem ejusdem civitatis sine brevi nostro, inter Johannem Cobbe et Simonem Nore de quadam transgressione eidem Johanni per prefatum Simonem illata, ut dicitur, error intervenit manifestum, ad grave dampnum ipsius Simonis, sicut ex querela sua accepimus. Nos errorem, si quis fuerit, modo debito corrigi et partibus predictis plenam et celerem justiciam fieri volentes in hac parte, vobis mandamus quod si judicium inde redditum sit, tunc recordum et processus loquele predictae, cum omnibus ea tangentibus, nobis, sub sigillo vestro, distincte et apperte mittatis et hoc breve. Ita quod ea habeamus in Octabis Sancte Trinitatis ubicumque tunc fuerimus in Anglia; ut, inspectis recordo et processu predictis, ulterius inde fieri faciamus quod de jure et secundum legem et consuetudinem regni nostri Anglie fuerit³ faciendum. Teste me ipso apud Westmonasterium, xxx. die Maii anno regni nostri tricesimo octavo.

Indorsamentum ejusdem brevis sequitur in hec verba: Recordum et processus cum omnibus ea tangentibus unde in brevi predicta fit mencio, Domino Regi mitto ad diem infracontentum sub sigillo meo, in quoddam rotulo huic brevi consuto, juxta exigenciam ejusdem brevis. Responsio Johannis Wynter majoris civitatis Cantuarie.³

¹ Supply 'pedis.'

² Coram Rege Roll 802. There is the following official note to this heading: 'Memorandum quod alias, scilicet termino Sancte Trinitatis.'

³ *Infra scripta* is written after this entry in another hand.

And after all and every one of these matters had been examined by the court here, it is awarded by the court here that the aforesaid Peter in regard to the liberties and privileges of the Court of the Bench aforesaid here shall be discharged from the King's Court here quit in respect of the premises, and that the aforesaid judgment of the aforesaid court of Pie Poudre of the aforesaid abbot in the form aforesaid, rendered against the liberties and privileges of the Court of the Bench aforesaid, shall be altogether annulled and deleted and be altogether held as nothing worth. And the aforesaid Peter is to go thereof quit, etc.

46. PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM OF S. MICHAEL, IN THE FIRST YEAR OF THE REIGN OF KING EDWARD, FOURTH AFTER THE CONQUEST.—J. MARKHAM. (1461.)

Yet of the Term of S. Michael.

[Kent.]
Error
(certiorari)

Henry by the Grace of God King of England and France and Lord of Ireland, to the mayor of his city of Canterbury, greeting. Because in the record and process and also in the judgment rendered of the plaint which was before William Bolde, late mayor of the same city, in our court of the city aforesaid according to the custom of the same city without our writ, between John Cobbe and Simon Nore concerning a certain trespass committed upon the same John by the before-mentioned Simon, as it is said, manifest error has crept in, to the grave loss of him, Simon, as we have gathered from his plaint. We, wishing the error, if any there has been, to be corrected by due method, and full and swift justice to be done in that behalf, command you that if judgment has been rendered hereof, then the record and process of the plaint aforesaid, with all things touching them, you shall send to us under your seal distinctly and clearly and this writ. So that we have them in the Octaves of the Holy Trinity wheresoever we may then be in England; that after inspecting the record and process aforesaid we may cause to be done further in the matter what of right and according to the law and custom of our Realm should be done. Witness myself at Westminster, the 30th day of May in the thirty-eighth year of our reign.

The indorsement of the same writ follows in these words: The record and process with all things touching them, of which mention is made in the aforesaid writ, I am sending to the lord King at the day within contained under my seal in a certain roll sewn to this writ, in accordance with the exigency of the same writ: Answer of John Wynter, mayor of the city of Canterbury [*within written*].

Placita in Curia domini regis Pedis Pulverizati civitatis Cantuarie secundum usum et consuetudinem civitatis, a tempore quo non extat memoria in eadem civitate usitatam et approbatam, ac secundum privilegia, libertates et franchises civitatis illius, nuper ballivis et civibus dicte civitatis et successoribus suis per cartas diversorum nuper regum Anglie, progenitorum Domini Regis nunc, concessa, ac nuper majori et civibus civitatis predicte, heredibus et successoribus suis, per cartas dicti Domini Regis nunc concessa, elargata et confirmata, tenta apud Cantuariam, in Guyhalda ejusdem civitatis, coram Willelmo Bolde majore civitatis predicte, die Sabbati quinto decimo die Julij, anno regni Regis Henrici Sexti post conquestum Anglie tricesimo sexto, videlicet, hora decima ante meridiem ejusdem diei Sabbati, etc.

Civitas Cantuarie: Johannes Cobbe in propria persona sua queritur de Simone Nore de placito transgressionis, etc. Et invenit plegios de proseguendo querelam predictam, videlicet Robertum Horn' et Thomam Hampton, etc. Et super hoc, secundum consuetudinem civitatis predicte, preceptum est Thome Gerard, servienti ad clavam dicti majoris infra libertatem civitatis predicte et ministro curie predicte, quod attachiet predictum Simonem quod sit ad proximam curiam domini regis Pedis Pulverizati civitatis predicte, coram majore civitatis illius, hic, scilicet in Guyhalda ejusdem civitatis, die Lune decimo septimo die Julii proximo futuro, scilicet hora nona ante meridiem ejusdem diei Lune tenendam, ad respondendum prefato Johanni de placito predicto, etc. Et eadem hora datur eidem Johanni hic, etc. Ad quam quidem curiam, coram prefato Willelmo Bolde, majore civitatis predicte, hic, scilicet in Guyhalda predicta, dicta hora nona tentam, venit predictus Johannes in propria persona sua et optulit se versus predictum Simonem de placito predicto, etc. Et ipse, exactus, non venit. Et predictus serviens ad clavam et minister curie predicte modo hic testatur quod predictus Simon nihil habet infra libertatem predictam per quod potest attachiari, etc. Ideo, secundum consuetudinem predictam, preceptum est prefato servienti ad clavam et ministro dicte curie quod capiat predictum Simonem si, etc.; et salvo, etc., ita quod habeat corpus ejus ad proximam curiam domini regis Pedis Pulverizati civitatis predicte, coram majore civitatis illius, hic, scilicet in Guyhalda predicta, die Jovis vicesimo die Julii proximo

Pleas in the Lord King's Court of Pie Poudre for the city of Canterbury, (according to the use and custom of the city used and approved in the same city from a time of which the memory does not exist, and according to the privileges, liberties and franchises of that city lately granted to the bailiffs and citizens of the said city and to their successors by the charters of divers late kings of England, predecessors of the King that now is, and granted, enlarged and confirmed to the late mayor and to the citizens of the city aforesaid, their heirs and successors, by charters of the King that now is,) held at Canterbury, in the Guildhall of the same city, before William Bolde, mayor of the city aforesaid, on Saturday the fifteenth day of July, in the thirty-sixth year of the reign of King Henry sixth after the conquest of England, namely the tenth hour before noon of the same Saturday, etc.

City of Canterbury : John Cobbe in his proper person complains of Simon Nore¹ in a plea of trespass, etc. And he finds pledges for prosecuting the aforesaid plaint, namely Robert Horn and Thomas Hampton, etc. And hereupon, according to the custom of the city aforesaid, precept is made to Thomas Gerard, serjeant of the mace of the said mayor within the liberty of the city aforesaid and minister of the court aforesaid, that he is to attach the aforesaid Simon that he be at the next court of the lord King of Pie Poudre for the city aforesaid to be held before the mayor of that city, here, (namely in the Guildhall of the same city, on Monday the seventeenth day of July next to come, namely at the ninth hour before noon of the same Monday,) to answer the before-mentioned John concerning the plea aforesaid. And the same hour is given to the same John here, etc. At which court indeed before the before-mentioned William Bolde, mayor of the city aforesaid, held here, namely in the Guildhall aforesaid, at the said ninth hour, came the aforesaid John in his proper person and offered himself against the aforesaid Simon on the plea aforesaid, etc. And he, being exacted, did not come. And the aforesaid serjeant of the mace and minister of the court aforesaid now testifies here that the aforesaid Simon has nothing within the liberty aforesaid by which he can be attached, etc. Therefore, according to the custom aforesaid, precept is made to the before-mentioned serjeant of the mace and minister of the said court that he take the aforesaid Simon if, etc., and safely, etc., so that he have his body at the next court of the lord King of Pie Poudre for the city aforesaid, to be held before the mayor of that city, here, namely in the Guildhall aforesaid ; on Thursday the twentieth day of July next to come,

¹ The *e* was evidently sounded in this name, as representing Nory, see p. 119 *n.* 2.

futuro, scilicet hora decima ante meridiem ejusdem diei Jovis tenendam, ad respondendum [*etc., as above*].

Ad quam quidem curiam, [*etc., as above*] venit tam predictus Johannes quam predictus Simon in propriis personis suis. Et predictus serviens ad clavam et minister curie predictæ modo hic testatur quod cepit corpus predicti Simonis cujus quidem Simonis corpus hic ad hanc curiam idem serviens habet paratus, sicut ei preceptum fuit, etc.

Placita in curia Domini Regis Pedis Pulverizati ¹ . . . [*as above*] tenta apud Cantuariam . . . [*as above*] die Jovis vicesimo die Julii, anno regni . . . [*as above*] videlicet hora decima ante meridiem ejusdem diei Jovis, etc.

Civitas Cantuarie : Simon Nore attachiatus fuit ad respondendum Johanni Cobbe de placito transgressionis, etc. Et unde idem Johannes in propria persona sua queritur quod predictus Simon quinto die Augusti, anno regni Domini Regis nunc tricesimo tertio, vi et armis, scilicet baculis et cultellis, bona et catalla ipsius Johannis, videlicet sexaginta et quatuor virgas et dimidiam virgam panni auri, blodii coloris, quindecim virgas et dimidiam virgam de grene velvet; octo virgas et dimidiam virgam de velvet fygure viridis et nigri coloris; viginti et duas virgas et unum quarterium virge panni argenti, crymesyn coloris; quatuordecim virgas et tria quarteria virge de velvet tawny coloris; et sex virgas et dimidiam virgam de russet velvet, ad valenciam quadraginta et tredecim librarum, trium solidorum et quatuor denariorum, apud Cantuariam in parochia Sancti Andree Apostoli et in warda de Westgate civitatis predictæ, ac infra jurisdictionem hujus curie inventa, cepit et asportavit, et alia enormia ei intulit, ad grave dampnum ipsius Johannis et contra pacem dicti Domini Regis nunc; unde dicit quod deterioratus est et dampnum habet ad valenciam quingentarum librarum; et inde producit sectam, etc.

Et predictus Simon in propria persona sua venit et defendit vim et injuriam quando, etc. Et dicit quod ipse de transgressione predicta in nullo est culpabilis, prout predictus Johannes superius versus eum queritur. Et de hoc ponit se super patriam. Et predictus Johannes similiter. Ideo secundum consuetudinem civitatis predictæ preceptum est prefato Thome Gerard servienti ad clavam infra civitatem predictam et ministro curie predictæ quod venire faciat ad proximam curiam domini regis Pedis Pulverizati civitatis predictæ, hic, scilicet in Guyhalla predicta, die Lune tricesimo primo die Julii proximo futuro, videlicet

¹ Style as above.

namely to be held at the tenth hour before noon of the same Thursday to answer [*etc., as above*].

At which court indeed [*etc., as above*] comes as well the aforesaid John as the aforesaid Simon in their proper persons. And the aforesaid serjeant of the mace and minister of the court aforesaid now here testifies that he took the body of the aforesaid Simon, and the body of this Simon indeed the same serjeant has ready as was in his precept, etc.

Pleas in the Court of the Lord King of [Pie] Poudre . . . [*as above*] held at Canterbury . . . [*as above*] on Thursday the twentieth day of July in the thirty-sixth year of the reign . . . [*as above*], namely at the tenth hour before noon of the same Thursday, etc.

City of Canterbury: Simon Nore was attached to answer John Cobbe on a plea of trespass, etc. And whereupon the same John in his proper person complains that the aforesaid Simon on the fifth day of August in the thirty-third year of the reign of the now lord King, by force and arms, namely with sticks and knives, took and carried away goods and chattels of him, John, (namely sixty-four yards and a half of cloth of gold, blue colour, fifteen yards and a half of green velvet, eight yards and a half of velvet figured in green and black colours, twenty-two and a quarter yards of cloth of silver, crimson colour, fourteen yards and three quarters of velvet tawney-coloured, and six and a half yards of russet velvet, to the value of fifty-three pounds three shillings and fourpence, at Canterbury, in the parish of S. Andrew the Apostle and in the ward of Westgate of the city aforesaid and found within the jurisdiction of this court.) and inflicted other enormities upon him, to the grievous damage of him, John, and against the Peace of the said now lord King; whereby he says that he is the worse and has loss to the value of five hundred pounds; and thereof he produces suit, etc.

And the aforesaid Simon in his proper person comes and defends force and injury when, etc. And he says that he himself is in no way culpable in respect of the trespass aforesaid, as the aforesaid John complains against him above. And for this he puts himself on the country. And the aforesaid John likewise. Therefore, according to the custom of the city aforesaid, precept is made to the before-mentioned Thomas Gerard, serjeant of the mace within the city aforesaid and minister of the court aforesaid, that he do cause to come to the next court of the lord King of Pie Poudre for the city aforesaid to be held here, (namely in the Guildhall aforesaid, on Monday the thirty-first day

hora nona ante meridiem ejusdem diei Lune, coram majore civitatis predictæ tenendam, xij^{em}, etc., de visn[eto], parochie et warde predictarum per quos, etc.; et qui nec, etc., ad recognoscendum, etc. Quia tam, etc.

Eadem hora datur partibus predictis, hic, etc. Et super hoc secundum consuetudinem civitatis predictæ, etc., predictus Simon ponit loco suo Willelmum Rose, versus predictum Johannem de predicto placito, etc. Ad quam quidem curiam coram prefato Willelmo Bolde, majore civitatis predictæ, hic, scilicet in Guyhalla predicta, hora nona dicto tricesimo primo die Julii tentam, venit tam predictus Johannes Cobbe in propria persona sua quam predictus Simon per attornatum suum predictum. Et predictus Thomas Gerard, serviens ad clavam et ministrum hujus curie, preceptum predictum, sic in forma predicta venire faciendo xii^{em}, etc., minime est executus, super quo statim hic in curia idem Simon profert prefato Willelmo Bolde majori, etc., quoddam breve Regis in hec verba :

Henricus Dei gratia rex Anglie et Francie et Dominus Hibernie majori civitatis sue Cantuarie salutem. Volentes certis de causis certiorari super causa capcionis et detencionis Simonis Nore in prisona [sub custodia vestra, ut] dicitur, detenti, vobis mandamus quod causam predictam cum omnibus [eam tangentibus, quocumque nomine idem] Simon in causa illa censeatur, nobis in Cancellariam nostram in quindena Sancti Michaelis proximo futuro, ubicumque tunc fuerimus,¹ sub sigillo vestro distincte et aperte mittatis et hoc breve. Teste me ipso apud Westmonasterium, xxvij die Julii anno regni nostri tricesimo sexto.

Quo brevi hic in eadem curia lecto et intellecto, predictus Willelmus Bolde major² civitatis predictæ idem breve, unacum causa capcionis et detencionis predicti Simonis in prisona predicta sub custodia sua, hac videlicet causa, quod ante adventum ejusdem brevis, scilicet vicesimo die Julii anno regni predicti Regis tricesimo sexto supradicto, pretextu predictæ querele predicti Johannis Cobbe, secundum consuetudinem civitatis predictæ predictus Simon captus fuit in civitate predicta ad sectam predicti Johannis, ad respondendum eidem Johanni de placito predicto. Super quo partes predictæ placitaverunt ad exitum patr[ie]³: quam quidem causam, cum omnibus eam tangentibus, predictus Willelmus Bolde, major civitatis predictæ, Domino Regi in cancellariam suam predictam in quindena Sancti Michaelis sub sigillo suo misit, juxta exigenciam brevis predicti, etc. Et hic in curia, secundum

¹ 'fuerit' in roll.

² 'majoris' in roll.

³ The dates of the above pleadings do not always agree with the Chancery petition (below, p. 160); both MSS., however, are mutilated.

of July next to come, namely at the ninth hour before noon of the same Monday before the mayor of the city aforesaid,) 12, etc., of the neighbourhood, parish and ward aforesaid, by whom, etc. ; and who neither, etc., to recognize, etc., because as well, etc.

The same hour is given to the parties aforesaid, here, etc. And hereupon, according to the custom of the city aforesaid, etc., the aforesaid Simon puts in his place William Rose, against the aforesaid John in the matter of the aforesaid plea, etc. At which court, indeed, before the aforesaid William Bolde, mayor of the city aforesaid, held here, namely in the Guildhall aforesaid, at the ninth hour on the said thirty-first day of July came as well the aforesaid John Cobbe in his proper person as the aforesaid Simon by his attorney aforesaid. And the aforesaid Thomas Gerard, serjeant of the mace and minister of this court, by no means executed the aforesaid precept, as in the form aforesaid, for making to come the 12, etc. ; whereupon immediately here in court the same Simon proffers the aforesaid William Bolde, mayor, etc., a certain writ of the King in these words :

Henry by the grace of God King of England and France, Lord of Ireland, to the mayor of his city of Canterbury, greeting. Willing, from certain causes, to be certified upon the cause of the taking and detention of Simon Nore in prison detained [under your custody, as] it is said, we command you that the cause aforesaid with all things [touching it, by whatsoever name the same] Simon may be styled in that writ, you shall send to us into our Chancery in the Quindisme of S. Michael next to come, wheresoever we may then be, under your seal distinctly and openly and this writ. Witness myself at Westminster the 27th day of July, in the thirty-sixth year of our reign.

And this writ being read and understood here in the same court, the aforesaid William Bolde, mayor of the city aforesaid, [sent] the same writ, with the cause of the taking and detention of the aforesaid Simon in the prison aforesaid under his custody, that is to say by this cause, that before the coming of the same writ, namely on the twentieth day of July in the aforesaid thirty-sixth year of the reign of the aforesaid King, by pretext of the aforesaid plaint of the aforesaid John Cobbe according to the custom of the city aforesaid, the aforesaid Simon was taken in the city aforesaid at the suit of the aforesaid John to answer the same John in the plea aforesaid. Whereupon the parties aforesaid pleaded up to the issue to the country ; which cause indeed, with all things touching it, the aforesaid William Bolde, mayor of the city aforesaid, sent to the lord King, into his Chancery aforesaid, in the Quindisme of S. Michael under his seal by reason of the exigency of the writ aforesaid, etc. And here in the court,

consuetudinem predictam, consideratum est quod in premissis nichil ulterius fieret quousque Dominus Rex aliud majori civitatis predictæ in premissis dederit in mandatis.

Et postea ad curiam domini regis Pedis Pulverizati civitatis predictæ secundum usum et consuetudinem supradicta tentam apud Cantuariam in Guyhalla predicta coram Johanne Wynter, majore civitatis predictæ, die Lune decimo nono die Maii anno regni Regis predicti tricesimo octavo, videlicet hora decima ante meridiem ejusdem diei Lune, venit predictus Johannes Cobbe in propria persona et profert Johanni Wynter majori civitatis predictæ breve Domini Regis in hec verba :

Henricus Dei gratia Rex Anglie et Francie, Dominus Hibernie, majori civitatis sue Cantuarie salutem. Licet nos nuper volentes certis de causis certiorari super causa capcionis et detencionis Simonis Nore in prisona nostra sub custodia vestra, ut dicebatur, detenti, per breve nostrum Willelmo Bolde nuper majori civitatis predictæ mandaverimus quod causam predictam cum omnibus eam tangentibus, quocumque nomine idem Simon in causa illa censeretur, nobis in Cancellariam nostram ad certum diem jam preteritum, ubicumque tunc fuerimus, sub sigillo suo distincte et aperte mitteret et breve nostrum predictum, quibusdam certis de causis coram nobis in Cancellaria nostra propositis, vobis mandamus quod in causa illa procedatis, et ulterius que inde fieri faciatis quod de jure et secundum legem et consuetudinem civitatis predictæ fuerit faciendum, aliquo brevi nostro non obstante. Teste me ipso apud Westmonasterium xij die Maii anno regni nostri tricesimo octavo.

Quo vero brevi hic ad eandem curiam lecto et intellecto, predictus Simon Nore hic ad eandem curiam coram eodem majore exact[us] per attornatum suum predictum comparuit. Et super hoc ad eandem curiam hic, virtute ejusdem brevis de procedendo in causa predicta ac secundum consuetudinem civitatis predictæ ad requisicionem predicti Johannis Cobbe, preceptum est per curiam predicto Thome Gerard, servienti ad clavam dicti Johannis Wynter majoris civitatis predictæ infra libertatem ejusdem civitatis et ministro curie predictæ, sicut prius, quod venire faciat ad proximam curiam domini regis Pedis Pulverizati civitatis predictæ hic, scilicet in Guyhalla predicta, die Martis vicesimo die Maii proximo futuro, hora octava ante meridiem ejusdem diei Martis coram majore civitatis predictæ tenendam, xii^{clm}, etc., de visneto parochie et warde predictarum per quos, etc.; et qui nec, etc., ad recognoscendum, etc. Quia tam, etc. Eadem hora datur partibus predictis hic, etc.

according to the custom aforesaid, it was considered that nothing further should be done in the premises until the lord King should give other commands to the mayor of the city aforesaid in the premises.

And afterwards at the court of the lord King of Pie Poudre according to the use and custom aforesaid, held at Canterbury, in the Guildhall aforesaid, before John Wynter, mayor of the city aforesaid, on Monday the nineteenth day of May in the thirty-eighth year of the reign of the King aforesaid, namely at the tenth hour before noon of the same Monday, comes the aforesaid John Cobbe in his proper person and proffers John Wynter, mayor of the city aforesaid, a writ of the lord King in these words :

Henry by the grace of God King of England and France, Lord of Ireland, to the mayor of his city of Canterbury, greeting. Although we of late willing from certain causes to be certified upon the cause of the taking and detention of Simon Nore, detained in our prison, in your custody, as it was said, we commanded by our writ William Bolde, late mayor of the city aforesaid, that he should send the cause aforesaid with all things touching it, (by whatsoever name the same Simon may be styled in that cause,) to us, into our Chancery, at a certain day now past, wheresoever we might be, under his seal distinctly and openly and our writ aforesaid ; for certain causes propounded to us in our Chancery, we command you that you do proceed in that cause, and cause to be done further therein that which of right and according to the law and custom of the city aforesaid ought to be done, any writ of ours notwithstanding. Witness myself, at Westminster, the 12th day of May, in the thirty-eighth year of our reign.

Which writ truly being read and understood here at the same court, the aforesaid Simon Nore, being brought up before the same mayor, at the same court appeared by his attorney aforesaid. And hereupon at the same court here, by virtue of the same writ for proceeding in the cause aforesaid and according to the custom of the city aforesaid, at the requisition of the aforesaid John Cobbe, precept is made by the court to the aforesaid Thomas Gerard, serjeant of the mace of the said John Wynter, mayor of the city aforesaid, within the liberty of the same city and minister of the court aforesaid, as before, that he cause to come at the next court of the lord King of Pie Poudre for the city aforesaid, to be held here, namely in the Guildhall aforesaid on Tuesday the twentieth day of May next to come, at the eighth hour before noon of the same Tuesday, before the mayor of the city aforesaid, 12, etc., of the parish and ward aforesaid by whom, etc., and who neither, etc., to make recognition, etc. Because as well, etc. The same hour is given to the parties here, etc.

Ad quam quidem curiam coram prefato Johanne Wynter majore¹ civitatis predicte hic, scilicet in Guyhalla predicta, dicta hora octava tentam, venit predictus Johannes Cobbe in propria persona sua. Et predictus Simon solempniter exactus non venit, set fecit defaltum; ob quam consideratum est per curiam quod jurata predicta capiatur versus predictum Simonem pro ejus defalta, etc. Et predictus serviens ad clavam et minister dicte curie modo hic, secundum consuetudinem supradictam retornavit quoddam panellum² . . . de nominibus . . . juratorum inter partes . . . predictas . . . de predicto placito impanellatorum . . . quod quidem . . . panellum huic rotulo residet affilat[um]. Et etiam idem serviens ad clavam et minister curie predicte modo hic testatur quod quilibet juratorum in panello predicto nominatorum per se attachiatus est per plegium Edmundi Munde et Henrici Hert. Quibus exactis nullus eorum venit. Ideo plegii sui predicti in misericordia, etc.

Et secundum consuetudinem supradictam preceptum est predicto servienti ad clavam et ministro curie predicte quod habeat ad proximam curiam domini regis Pedis Pulverizati civitatis predicte hic, scilicet in Guyhalla predicta isto eodem die Martis, scilicet hora secunda post meridiem ejusdem diei Martis coram majore civitatis predicte tenendam, corpora juratorum predictorum in forma predicta impanellatorum ad faciendam inde juratam inter partes predictas de predicto placito, etc. Eadem hora datur partibus predictis hic, etc.

Ad quam quidem curiam coram prefato Johanne Wynter majore civitatis predicte hic, scilicet in Guyhalla predicta, dicta hora secunda post meridiem predicti diei Martis tentam, venit predictus Johannes Cobbe in propria persona sua. Et predictus serviens ad clavam et minister curie predicte modo hic testatur quod quilibet juratorum predictorum in forma predicta impanellatorum per se attachia[tus] et manucaptus est per plegium Roberti Hunt et Willelmi Frere. Et super hoc jurati predicti exacti, nullus eorum venit. Ideo manucaptos sui predicti in misericordia, etc. Et secundum consuetudinem supradictam preceptum est eidem servienti ad clavam et ministro hujus curie quod distringat juratores predictos in forma predicta impanellatos per omnes terras, etc. Et quod de exitibus, etc. Ita quod habeat corpora eorum hic, scilicet in Guyhalla predicta ad proximam curiam domini regis Pedis Pulverizati civitatis predicte die Mercurii vicesimo primo die Mai proximo futuri; videlicet hora octava ante meridiem ejusdem diei Mercurii, coram majore civitatis predicte tenendam. ad faciendam juratam inter partes predictas de placito et ad audiendum judicium

¹ 'majoris' in roll.

² The right margin of the roll is mutilated.

At which court indeed, before the above-mentioned John Wynter, mayor of the city aforesaid, held here, namely in the Guildhall aforesaid, at the said hour of eight, comes the aforesaid John Cobbe in his proper person. And the aforesaid Simon solemnly exacted does not come, but makes default; wherefore it is considered by the court that the jury aforesaid be taken against the aforesaid Simon for his default, etc. And the aforesaid serjeant of the mace and minister of the said court now returned here a certain panel . . . of the names . . . of the jurors impanelled . . . respecting the aforesaid plea between the parties . . . aforesaid . . . which panel indeed remains filed to this roll. And also the same serjeant of the mace and minister of the court aforesaid now testifies here that every one of the jurors named in the aforesaid panel is attached by himself by pledge of Edmund Munde and Henry Hert. And they being exacted, none of them comes. Therefore their pledges aforesaid in mercy, etc.

And, according to the custom aforesaid, precept is made to the aforesaid serjeant of the mace and minister of the court aforesaid that he have at the next court of the lord King of Pie Poudre of the city aforesaid to be held here, (namely in the Guildhall aforesaid on this same Tuesday, namely at the second hour after noon of the same Tuesday, before the mayor of the city aforesaid,) the bodies of the jurors aforesaid impanelled, in form aforesaid, to make a jury thereof between the parties aforesaid in the aforesaid plea, etc. The same hour is given to the parties aforesaid here, etc.

At which court, indeed, before the above-mentioned John Wynter, mayor of the city aforesaid, held here, namely in the Guildhall aforesaid, at the said second hour after noon of the aforesaid Tuesday, comes the aforesaid John Cobbe in his proper person. And the aforesaid serjeant of the mace and minister of the court aforesaid testified here that every one of the jurors aforesaid impanelled in form aforesaid is attached by himself and mainprised by pledge of Robert Hunt and William Frere. And hereupon the jurors aforesaid having been exacted none of them came. Therefore their mainpernors aforesaid in mercy, etc. And, according to the custom aforesaid, precept was made to the same serjeant of the mace and minister of this court that he distrain the jurors aforesaid, impanelled in the form aforesaid, by all their lands, etc. And that of the issues, etc. So that he have their bodies here, namely in the Guildhall aforesaid, at the next court of the lord King of Pie Poudre of the city aforesaid, on Wednesday the twenty-first day of May next coming; that is to say, at the eighth hour before noon, to be held before the mayor of the city aforesaid, to make a jury between the parties aforesaid of the plea and to hear their judgment for many defaults, etc.

suum de pluribus defaultis, etc. Idem dies et hora dantur prefato Johanni Cobbe hic, etc.

Ad quam quidem curiam coram prefato Johanne Wynter majore civitatis predictæ hic, scilicet in Guyhalla predicta, eadem hora octava, venit predictus Johannes Cobbe in propria persona sua. Et predictus serviens ad clavam et minister curie predictæ modo hic secundum consuetudinem predictam testatur quod quilibet juratorum predictorum prius impanellatorum separatim districtus est per catalla ad valenciam quatuor denariorum et manucaptus per Radulphum Dun, . . . [*and three others*].

Et super hoc juratores predicti exacti veniunt, quorum xii^{cim}, videlicet Petrus Yong, Thomas Martyn, Robertus Loy, Ricardus Castle, Nicholaus Baker, Thomas Babok, Johannes Forth, senior, Johannes Whitsam, Robertus Glover, taylor, Ricardus White, Johannes Seman', et Ricardus Virle, ad veritatem de premissis dicendam electi, triati et jurati dicunt super sacramentum suum quod predictus Simon Nore culpabilis est de transgressione predicta, prout predictus Johannes Cobbe . . .¹ versus eum queritur. Et assident dampna ipsius Johannis Cobbe occasione transgressionis predictæ, ultra misas et custagia sua per ipsum circa sectam suam in hac parte apposita ad quadringentas tresdecim libras, tres solidos et quatuor denarios. Et pro misis et custagiis illis, ad triginta libras.

Ideo consideratum est quod predictus Johannes Cobbe recuperet versus predictum Simonem Nore dampna sua predicta per juratores predictos superius in forma predicta assisa. Que quidem dampna in toto se attingunt ad quadringentas et quadraginta tres libras, tres solidos et quatuor denarios. Et predictus Simon Nore capiatur, etc.

Pestea, scilicet, vicesimo octavo die Novembris isto eodem termino coram Domino Rege apud Westmonasterium, venit predictus Simon Nory² in propria persona sua et reddidit se prisonem marescallo Domini Regis occasione predicta; qui committitur Marescalcie, etc.

Et statim dicit quod in recordo et processu predictis, ac eciam in reddicione judicii pred[icti],³ diversimodo est erratum, et petit breve ad premuniendum Johannem Cobbe essendi coram Domino Rege [ad]³ auditurum recordum et processum, necnon reddicionem judicii predicti, etc. Et ei conceditur, etc. Per quod preceptum est vicecomiti Kancie quod per probos, etc., scire fac[eret] prefato Johanni Cobbe quod sit coram Domino Rege in Octabis Sancti Hillarii,

¹ A word is interlined here which is now illegible.

² Sic in roll. As to this see above, p. 114 *n*.

³ The right margin of the roll is mutilated.

The same day and hour are given to the before-mentioned John Cobb, here, etc.

At which court, indeed, before the above-mentioned John Wynter, mayor of the city aforesaid, here, namely in the Guildhall aforesaid, at the same eighth hour comes the aforesaid John Cobbe in his proper person. And the aforesaid serjeant of the mace and minister of the court aforesaid testifies now here, according to the custom aforesaid, that every one of the jurors aforesaid previously impanelled is separately distrained by his chattels to the value of fourpence and mainprised by Ralph Dun, . . . [*and three others*].

And upon this the jurors aforesaid exacted come, of whom 12, that is to say, Peter Yong, Thomas Martyn, Robert Lowe, Richard Castle, Nicholas Baker, Thomas Babok, John Forth, senior, John Whitsam, Robert Glover, tailor, Richard White, John Seman and Richard Virle, elected to speak the truth concerning the premises, tried and sworn, say upon their oath that the aforesaid Simon Nore is guilty of the trespass aforesaid, as the aforesaid John Cobbe . . .¹ complains against him. And they assess the damages of him, John Cobbe, occasioned by the trespass aforesaid, beyond his expenses and costs laid out by him about his suit in that behalf, at four hundred and thirteen pounds three shillings and four pence. And for his expenses and costs, at thirty pounds.

Therefore it is awarded that the aforesaid John Cobbe do recover against the aforesaid Simon Nore his damages aforesaid, assessed by the jurors aforesaid above in the form aforesaid. Which damages, indeed, in the whole attain to four hundred and forty-three pounds three shillings and fourpence. And let the aforesaid Simon Nore be taken, etc.

Afterwards, namely on the twenty-eighth day of November in that same term, before the lord King at Westminster, comes the aforesaid Simon Nory in his proper person and rendered himself prisoner to the Marshal of the lord King in the case aforesaid ; who is committed to the Marshalsea, etc.

And forthwith he says that in the record and process aforesaid and also in the rendering of the judgment aforesaid there is error of divers kinds and he craves a writ to premonish John Cobbe to be before the lord King to hear the record and process and also the rendering of the judgment aforesaid, etc. And it is granted to him, etc. Wherefore precept is made to the sheriff of Kent, that by good, etc., he should make the before-mentioned John Cobbe to know that he is to be before the

¹ See footnote 1 opposite.

ubicumque, etc., auditurus recordum et processum, necnon reddicionem iudicii predicti, etc. Et ulterius, etc. Idem dies datus est Simoni, etc.

Et super hoc venit Thomas Tropenell' de Neston' in comitatu Wiltes', gentilman, Gorgius Westly de Fontell in comitatu Wiltes', gentilman, Johannes Marvyn de Heytesbury in com Wiltes' gentilman et Robertus Anketell de Fontell in com Wiltes gentilman et manucapiunt habendi corpus predicti Simonis coram Domino Rege ad prefatum terminum, etc., et sic de die in diem quousque, etc.¹

(m. 87d.)²

Rotulo
consuto.

Ad quas quidem Octavas Sancti Hillarii coram Domino Rege apud Westmonasterium venit predictus Simon in propria persona sua. Et vicecomes retornavit quod predictus Johannes nichil habet per quod [etc.] nec est inventus in eadem. Ideo sicut alias preceptum est vicecomiti quod per probos, etc., scire faciat prefato Johanni quod sit coram Domino Rege in Octavis Purificacionis Beate Marie, ubicumque, etc., auditurus recordum et processum predicta, . . . etc. Et ulterius, etc. Idem dies datus est prefato Simoni³ etc. Et sciendum est quod breve Domini Regis inde xxx^o die Januarii isto eodem termino coram Domino Rege apud Westmonasterium deliberatur Thome Lacy deputato vicecomitis comitatus predicti bene et fidelitur exequendum periculo incumbente, etc.

Ad quam quidem xv^{am} Pasche coram Domino Rege apud Westmonasterium venit predictus Simon in propria persona sua. Et vicecomes comitatus predicti retornavit quod predictus Johannes nichil habet, etc.

Qui quidem Johannes, quarto [die] exactus in propria persona sua venit. Et super hoc idem Simon, ut prius dicit quod in recordo et processu predictis, ac eciam in reddicione iudicii predicti manifestum est erratum in hoc, videlicet :

Quod per narrationem predictam supponitur transgressus predictus fieri quinto die Augusti [etc.] et non supponitur qua hora ut secundum naturam curie Pedis Pulverizati narrare debuisset, etc.

Item erratum est in hoc quod ubi dies datus fuit partibus predictis a vicesimo die Julii dicto anno tricesimo sexto dicti nuper Regis usque tricesimum primum diem Julii extunc proximo sequentem, pro eo quod secundum naturam Curie Pedis Pulverizati processus fieri debet de hora in horam, a die in diem, et non ulterius, etc.

¹ The terms of the bail allowed, under penalties of 413*l.* 3*s.* 4*d.*, follow here in the roll (m. 87d).

² The record of the pleadings and proceedings thereon from this point are entered on a schedule sewn to the main record on mm. 87 and 87d. It is in a smaller and compressed writing. This schedule is officially numbered 87a.

³ 'Simon' is written on an erasure in the roll.

lord King in the Octaves of S. Hilary, wheresoever, etc., to hear the record and process and also the rendering of the judgment aforesaid, etc. And further, etc. The same day is given to Simon, etc.

And hereupon comes Thomas Tropenell of Neston in the county of Wilts, gentleman, George Westly of Fonthill in the county of Wilts, gentleman, John Marvin of Heytesbury in the county of Wilts, gentleman, and Robert Anketell of Fonthill in the county of Wilts, gentleman, and mainperned having the body of the aforesaid Simon before the lord King at the before-mentioned term, etc., and so from day to day until, etc.

In a roll
sewn on.

And at those Octaves of S. Hilary before the lord King at Westminster comes the aforesaid Simon in his proper person. And the sheriff returned that the aforesaid John has nothing by which [etc.], nor is he found in the same. Therefore, as at another time precept is made to the sheriff that by good, etc., he shall make the before-mentioned John to know that he is to be before the King in the Octaves of the Purification of the Blessed Mary, wheresoever he be, etc., to hear the record and process aforesaid, etc. . . . And further, etc. The same day is given to the before-mentioned Simon, etc., that he be before the lord King at Westminster. And be it known that the writ of the lord King in the matter is delivered on the 30th day of January in that same term to Thomas Lacy, deputy sheriff of the county aforesaid, to be well and faithfully executed on imminent peril, etc.

At which Quindisme of Easter, indeed, before the lord King at Westminster came the aforesaid Simon in his proper person; and the sheriff of the county aforesaid returned that the aforesaid John has nothing, etc.

Which John indeed exacted on the fourth [day] comes in his proper person. And hereupon the same Simon says, as before, that in the record and process aforesaid, and also in the rendering of the judgment aforesaid, there is manifest error in this, namely :

That by the count aforesaid it is supposed that the trespass aforesaid was made on the fifth day of August [etc.] and it is not supposed at what hour as, according to the nature of the court of Pie Poudre, the count ought to have stated, etc.

Also error has been made in this, that where a day was given to the parties aforesaid from the twentieth day of July in the said thirty-sixth year of the said late King to the thirty-first day of July thence next following for that, according to the nature of the court of Pie Poudre, process ought to be made from hour to hour, from day to day, and not further, etc.

Item erratum est in hoc quod ubi recordum predictæ cause, cum omnibus eam tangentibus, per predictum breve de *certiorari* missa fuerint in Cancellariam dicti nuper Regis, et postea per quoddam breve dicti nuper Regis de *procedendo* preceptum fuit majori civitatis predictæ quod in causa predicta procederet, etc. Et nullus dies datus fuit partibus predictis, etc., quovismodo, non una curia in aliam, etc., neque aliqua resum[pcio] seu processus adjudicatus seu factus fuit versus predictum Simonem post idem breve, etc.

Item erratum est in hoc quod ubi per breve Domini Henrici nuper de facto et non de jure Regis Angliæ de certiorari causam cum omnibus eam¹ tangentibus a dicta curia Cancellarie ipsius nuper Regis emanavit majori civitatis predictæ, etc., eademque causa cum omnibus eam tangentibus virtute ejusdem brevis in dictam Cancellaria[m] per dictum majorem missa fuit et retornata, etc., causa tamen illa ab eadem curia Cancellarie nunquam fuit remissa, etc.

Et petit quod judicium predictum ob errores illos et alios in recordo et processu predictis compertos revocetur, adnulletur, et penitus pro nullo habeatur: et quod ipse ad omnia que occasione ejusdem judicii . . . ² restituatur.

Et predictus Johannes, habito auditu errorum predictorum, petit ad eosdem errores diem interloquendi, etc. Et ei conceditur, etc. Et super hoc dies datus est partibus predictis coram domino Rege in statu quo nunc usque in Octabis Sancte Trinitatis ubicumque, etc. Videlicet, prefatus Johannes ad errores predictos interloquendum, etc., et tunc ad respondendum, etc. Ad quem diem coram Domino Rege apud Westmonasterium venerunt partes predictæ in propriis personis suis. Et super hoc dies inde datus est partibus usque in Octavas Sancti Michaelis ubicumque, etc.³

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Ad quas quidem Octavas Sancti Michaelis coram Domino Rege apud Westmonasterium venit predictus Johannes Cobbe in propria persona sua. Et predictus Simon, licet iiij^{to} die solempniter exactus, non venit set defaultum fecit.

Ideo consideratum est quod predictus Johannes Cobbe habeat execucionem suam, etc.

⁴Postea, scilicet termino Pasche, anno regni Regis Edwardi Quarto post Conquestum quinto, recordum et processus predicta, cum omnibus securitatibus et recognicionibus ab eisdem dependentibus, seu quovis modo ea concernentibus, Domino Regi in Cancellariam suam mittuntur

¹ 'ea' in roll.

² Perhaps 'amiserat.'

³ Successive adjournments ensue to Michaelmas following.

⁴ A later entry in the roll.

Also error has been made in this, that where the record of the aforesaid cause with all things touching it were sent into the Chancery of the said late King by the aforesaid writ of *certiorari*, and afterwards by a certain writ of the said late King of *procedendo*, precept was given to the mayor of the city aforesaid that he should proceed in the said cause, etc. And no day was given to the parties aforesaid, etc., in any way, not one court to another, etc.; nor was any resumption or process awarded or made against the aforesaid Simon after the same writ, etc.

Also error was made in this, that where by the writ of *certiorari* of the lord Henry, late in fact and not of right King of England, 'the cause, with all things touching it,' emanated from the said court of Chancery of the same late King to the mayor of the city aforesaid, etc., and the same cause, with all things touching it, by virtue of the same writ was sent and returned into the said Chancery by the said mayor, etc., that cause, however, was never remitted by the same court of Chancery, etc.

And he craves that the judgment aforesaid, by reason of those errors and others found in the record and process aforesaid, may be revoked, annulled and completely held for nought; and that he himself may be restored to all things that he [has lost] by means of the same judgment.

And the aforesaid John, after hearing of the errors aforesaid, craves a day to imparl the same errors, etc.; and it is granted to him, etc. And hereupon a day is given to the parties aforesaid, before the lord King, in the state in which it now is, until the Octaves of the Holy Trinity, wheresoever, etc. Namely, the before-mentioned John to imparl the aforesaid errors, etc., and then to answer, etc. At which day before the lord King at Westminster came the parties aforesaid in their proper persons. And hereupon a day is given to the parties until the Octaves of S. Michael, wheresoever, etc.

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And at these Octaves of S. Michael, before the lord King at Westminster, comes the aforesaid John Cobbe in his proper person. And the aforesaid Simon, though solemnly exacted on the 4th day, did not come but made default.

Therefore it is awarded that the aforesaid John Cobbe is to have his execution, etc.

Afterwards, namely in Easter term, in the fifth year of the reign of King Edward, fourth after the Conquest, the record and process aforesaid, with all securities and recognitions depending from the same or in any way concerning them, are sent to the lord King in his Chancery by virtue

virtute cujusdam brevis Domini Regis dilecto et fideli ipsius Domini Regis Johanni Markham, capitali justiciario Domini Regis ad placita coram ipso Rege tenenda assignato directi, ac cujusdam actus¹ in parlamento dicti Domini Regis apud Westmonasterium ultimo tento editi; cujus quidem actus tenorem idem Dominus Rex simul cum dicto brevi eidem Johanni Markham misit; que quidem breve et actus in curia domini Regis, coram ipso Domino Rege, predicto termino Pasche irrotulantur, videlicet rotulo xxxv. Ideo nichil inde ulterius fiat quousque Dominus Rex aliquid inde consideraverit faciendum, etc.

47. ²ADHUC PLACITA CORAM BARONIBUS DE SCACCARIO APUD WESTMONASTERIUM, DE TERMINO PASCHE ANNO [REGNI REGIS] EDWARDI, QUARTI POST CONQUESTUM, DUODECIMO. (1472.)

(m. 10.)
Gloucesteria.

Pro Ricardo Beauchamp milite querente versus Nicholaum Hert et alios, nuper ballivos ville Gloucestrie, defendentes, in quodam placito debiti per billam.³

Ricardus Beauchamp miles, alias dictus Ricardus Beauchamp nuper armiger, venit coram Baronibus hujus Scaccarii vicesimo nono die Aprilis hoc termino in propria persona sua et queritur per billam versus Nicholaum Hert et Johannem Chauntrell, nuper ballivos ville Gloucestrie in comitatu Gloucestresire, presentes hic in curia eodem die, super compoto suo de diversis debitis Domino Regi nunc levabilibus infra libertatem ville illius, hic ad hoc Scaccarium reddendo per Thomam Lekhampton eorum attornatum, de eo quod predicti nuper ballivi ei debent et injuste detinent quingentas et quinque libras argenti. Et pro eo injuste, quod cum villa predicta sit et, a tempore cujus contrarii memoria hominum non existit, fuerit villa antiqua, corporata de duobus ballivis et communitate ejusdem ville, infra quam quidem villam a toto tempore predicto, inter alia, curia Pedis Pulverizati coram ballivis ville illius pro tempore existentibus, in Guihalda ejusdem ville de hora in horam teneri et haberi consuevit de querelis et debitis, transgressionibus et aliis contractibus infra eandem villam emergentibus; quodque infra villam illam a toto tempore predicto talis habetur et habebatur consuetudo, quod ballivi ville illius pro tempore existentes per quos, seu quorum [ministerium] aliquis defendens in hujusmodi querela nominatus, pretextu ejusdem querele captus aut arestatus

¹ Sic. This refers to the Petition of Simon Nory, printed in an Appendix (pp. 159-162).

² Exchequer Plea Roll 158.

³ 'Pro . . . billam' is a marginal sub-title.

of a certain writ of the lord King directed to his, the King's, beloved and faithful John Markham appointed as justice of the lord King for pleas to be held before him, the King, and [by virtue] of a certain Act published in the last Parliament of the said lord King held at Westminster; of which Act indeed the same lord King sent the tenor, together with the said writ, to the same John Markham; which letters and Acts indeed are inrolled in the court of the lord King before the lord King himself, in the aforesaid term of Easter, namely on roll 35. Therefore let nothing be done further in the matter until the lord King has decreed something to be done therein, etc.

47. YET PLEAS BEFORE THE BARONS OF THE EXCHEQUER AT WESTMINSTER OF THE TERM OF EASTER IN THE TWELFTH YEAR OF [THE REIGN OF KING] EDWARD, FOURTH AFTER THE CONQUEST. (1472.)

Gloucester. On the part of Richard Beauchamp, knight, plaintiff against Nicholas Hert and others, late bailiffs of the town of Gloucester, defendants; in a certain plea of debt by bill.

Richard Beauchamp, knight, otherwise called Richard Beauchamp lately esquire, comes before the Barons of this Exchequer on the twenty-ninth day of April in this term, in his proper person, and complains by bill against Nicholas Hert and John Chauntrell, late bailiffs of the town of Gloucester, in the county of Gloucestershire, present here in court the same day, upon their account of divers debts owed to the lord King now leviabie within the liberty of that town, to be rendered here at this Exchequer by Thomas Lekhampton, their attorney, for that the aforesaid late bailiffs owe to him and unjustly detain five hundred and five pounds of money. And for that unjustly, because whereas the town aforesaid is and (from a time of which the memory of men does not exist to the contrary) has been an ancient town, incorporated of two bailiffs and a community of the same town; within which town, indeed, for the whole time aforesaid, among other things a court of Pie Poudre has been accustomed to be held and to be had before the bailiffs of that town for the time being, in the Guildhall of the same town, from hour to hour, for complaints and debts, trespasses and other contracts within the same town arising: and that within that town for the whole time aforesaid such a custom as this is held and used to be held, that the bailiffs of that town for the time being by whom or by whose [minister] any defendant named in a plaint of this kind might be taken or arrested and permitted by

fuerit et per ballivos illos permissus in ballium sive manucaptionem, responderent et satisfacerent parti in ea parte querenti de omnibus denariis super querela illa per hujusmodi querentes recuperatis, si defendens hujusmodi, immediate super recuperacione illa se prisone domini Regis infra villam illam et custodiam ballivorum ejusdem ville pro tempore existencium et custodum ejusdem prisone minime reddiderit in execucionem pro condemnacione inde, vel ejus manucaptor seu ballium ipsum sic condemnatum usque prisonam illam, tempore judicii superinde redditum nec immediate, minime adduxerit in custodiam ballivorum illorum sic pro tempore existencium; aut si hujusmodi manucaptor ad satisfaciendum parti querenti in ea parte de denariis sic recuperatis minime sufficeret.

Ac cum die Veneris decimo die Maii anno regni Domini Regis nunc undecimo, ad horam novenam ante meridiem ejusdem diei, ad curiam Domini Regis nunc Pedis Pulverizati ville Gloucestrie predictae tentam ibidem in Guihalda ejusdem ville, coram prefatis Nicholai Hert et Johanne Chauntrell tunc ballivis ville illius, secundum consuetudinem ville illius a tempore quo non existat memoria habitam et usitatam, predictus Ricardus Beauchamp affirmasset quandam querelam de debito quingentarum librarum versus Willelmum Brokwode, nuper de Gloucestria in comitatu Glouc' yoman, et tunc et ibidem invenisset plegios de proseguendo querelam illam, videlicet Johannem Hoskyns et Johannem Frank, et tunc et ibidem Ricardus petierit processum versus eundem Willelmum Brokwode inde fieri secundum consuetudinem ville illius erga proximam curiam ibidem in Guihalda predicta tenendam. Super quo, secundum consuetudinem predictam preceptum fuit tunc et ibidem per eandem curiam ibidem Johanni Porter, tunc unum servientum ad clavam ibidem, quod summoneret per bonos summonitores predictum Willelmum Brokwode quod esset ad proximam curiam ibidem, videlicet, ad horam terciam post nonam dicti diei Veneris coram dictis ballivis ibidem in Guihalda predicta tenendam ad respondendum dicto Ricardo in placito illo. Et eadem hora data fuit eidem Ricardo ibidem, in Guihalda predicta, etc. Et super hoc Ricardus ponit loco suo Johannem Porter, attornatum suum, versus prefatum Willelmum in placito predicto.

Ad quam quidem horam terciam, ad curiam Domini Regis Pedis Pulverizati ville predictae coram prefatis ballivis ibidem in Guihalda predicta tentam, venit predictus Ricardus per attornatum suum predictum et optulit se versus prefatum Willelmum Brokwode de placito illo. Et idem Willelmus Brokwode non venit. Et predictus Johannes Porter, serviens ad clavam, mandavit preceptum suum et retornavit ad tunc et ibidem coram dictis ballivis quod dictus Willelmus Brokwode

those bailiffs [to find] bail or mainprise should answer and satisfy to the party complaining in that behalf in respect of all the moneys recovered upon that plaint by plaintiffs of that sort ; if the defendant of this sort immediately upon that recovery fail to surrender himself in execution, by reason of condemnation in that case, to the prison of the lord King within that town and to the custody of the bailiffs of the same town for the time being and of the keepers of the same prison, or if his mainpernor or bail fail to bring him so condemned immediately unto that prison, at the time of judgment being rendered in the case, into the custody of those bailiffs so for the time being ; or if such a mainpernor should fail to satisfy the party complaining in that behalf in respect of the moneys so recovered.

And whereas on Friday the tenth day of May in the eleventh year of the now lord King, at the ninth hour before noon of the same day, at the court of the now lord King of Pie Poudre of the town of Gloucester aforesaid held there in the Guildhall of the same town, before the aforesaid Nicholas Hert and John Chauntrell, then bailiffs of that town, according to the custom of that town had and used from the time for which memory does not exist, the aforesaid Richard Beauchamp affirmed a certain plaint of a debt of five hundred pounds against William Brokewode, late of Gloucester in the county of Gloucestershire, yeoman, and then and there he found pledges for prosecuting that plaint, namely John Hoskyns and John Frank, and then and there Richard did seek process against the same William Brokewode, to be made therein according to the custom of that town, against the next court there, to be held in the Guildhall there. Whereupon, according to the custom aforesaid, precept was made, then and there, by the same court to John Porter, then one of the serjeants of the mace there, that he should summon by good summoners the aforesaid William Brokewode that he should be at the next court there, that is to say, at the third hour after noon of the said Friday, to be held before the said bailiffs there in the Guildhall aforesaid, to answer the said Richard in that plea. And the same hour was given to the same Richard in the Guildhall aforesaid, etc. And hereupon Richard puts in his place John Porter, his attorney, against the before-mentioned William in the plea aforesaid.

At which third hour, indeed, at the court of the lord King of Pie Poudre of the town aforesaid held before the said bailiffs there in the Guildhall aforesaid, comes the aforesaid Richard by his attorney aforesaid and offers himself against the aforesaid William Brokewode in that plea. And the same William Brokewode came not. And the aforesaid John Porter, serjeant of the mace, dispatched his precept and returned then and there before the said bailiffs, that the said William Brokewode had

nichil habuit in balliva sua per quod potuisset summoniri. Et super hoc secundum consuetudinem predictam preceptum fuit tunc et ibidem per curiam illam prefato Johanni Porter servienti ad clavam quod caperet prefatum Willelmum si, etc., et salvo, etc. Ita quod haberet corpus ejus coram prefatis ballivis ad proximam curiam, scilicet ad horam novenam diei Sabati extunc proximo sequentis ibidem in dicta Guihalda tenendam, ad respondendum prefato Ricardo in placito illo. Et eadem hora data fuit prefato Ricardo ibidem in Guihalda predicta, etc.

Ad quam quidem horam ad curiam domini regis Pedis Pulverizati ville prefate, coram prefato jam defendente, tunc ballivo ville illius, ibidem in Guihalda predicta tenta, venit predictus Ricardus per attornatum suum predictum. Et predictus Johannes Porter serviens ad clavam coram predictis ballivis tunc retornavit preceptum illud ei inde directum, et quod cepit corpus predicti Willelmi, etc. Et corpus ejus coram dictis ballivis promptum habuit, etc., per quod idem Willelmus, coram dictis ballivis tunc solempniter exactus, sub custodia dicti Johannis Porter servientis ad clavam in propria persona sua comparuit.

Et predictus Ricardus, per dictum Johannem Porter attornatum suum, versus dictum Willelmum narrando, dicebat quod cum dictus Willelmus decimo octavo die mensis Octobris anno regni regis Henrici Sexti (nuper de facto et non de jure) regis Anglie post Conquestum tricesimo octavo, apud Gloucestriam predictam infra jurisdictionem curie illius, per scriptum suum obligatorium, curie ibidem ostensum, cujus data fuit eisdem die et anno, per nomen Willelmi Brokwode nuper de Gloucestria in comitatu Glouc', yoman, cognovisset se teneri et firmiter obligari dicto Ricardo Beauchamp in quingentis libris sterlingorum bone et legalis monete Anglie, solvendis eidem Ricardo in festo Sancte Andree Apostoli extunc proximo sequenti, predictus tamen Willelmus, licet sepius requisitus, predictas quingentas libras eidem Ricardo solvere non solvit, set eas usque tunc solvere contradixit et adhuc contradicit,¹ unde dixit quod deterioratus fuit et dampnum habuit ad valenciam centum librarum, et inde produxit sectam, etc.

Et predictus Willelmus in propria persona sua defendit vim et injuriam, etc. Et petiit licentiam inde loquendi, etc., usque ad proximam curiam, scilicet ad horam terciam post nonam dicti diei Sabati in Guihalda predicta coram dictis ballivis tenendam, et adtunc ad respondendum, etc. Et ei conceditur, etc. Et eadem hora data fuit eidem Ricardo coram dictis ballivis ibidem, etc. Ad quam quidem horam ad curiam domini regis Pedis Pulverizati ville predictae ibidem

¹ 'adtunc contradixit' in roll.

nothing in his bailiwick by which he could be summoned. And hereupon, according to the custom aforesaid, precept was made then and there by that court to the before-mentioned John Porter, serjeant of the mace, that he should take the before-mentioned William, if, etc., and safely, etc., so that he should have his body before the above-mentioned bailiffs at the next court, namely at the ninth hour of Saturday thence next following, to be held there in the said Guildhall, to answer the before-mentioned Richard in that plea. And the same hour was given to the before-mentioned Richard there in the Guildhall aforesaid, etc.

At which hour, indeed, at the court of the lord King of Pie Poudre of the town before mentioned, before the above-mentioned now defendant, then bailiff of that town, held there in the Guildhall aforesaid, comes the aforesaid Richard by his attorney aforesaid. And the aforesaid John Porter, serjeant of the mace before the aforesaid bailiffs, then returned that precept to him directed thereupon, and that he took the body of the aforesaid William, etc. And [that] he had his body ready before the said bailiffs, etc. Whereupon the same William, then solemnly exacted, appeared before the said bailiffs under the custody of the said John Porter, serjeant of the mace, in his proper person.

And the aforesaid Richard, by the said John Porter his attorney, made his count against the said William, that whereas the said William on the eighteenth day of the month of October in the thirty-eighth year of the reign of King Henry the Sixth, (late in fact and not of right) King of England since the Conquest, at Gloucester aforesaid, within the jurisdiction of that court, by his writing obligatory, shown to the court there, whose date was in the same day and year, by the name of William Brokewode, late of Gloucester in the county of Gloucestershire, yeoman, acknowledged himself to be bound and firmly obliged to the said Richard Beauchamp in five hundred pounds sterling of good and lawful money of England, to be paid to him Richard in the Feast of S. Andrew the Apostle thence next following, the aforesaid William, however, though often requested to pay the aforesaid five hundred pounds to the same Richard has not paid them, but has hitherto refused to pay them and still refuses, whereby he said that he was the worse and had loss to the value of one hundred pounds, and thereof he produced suit, etc.

And the aforesaid William in his own proper person defends force and injury, etc. And he craved leave to plead thereon, etc., until the next court, namely to be held at the third hour after noon of the said Saturday in the Guildhall aforesaid, before the said bailiffs and thereupon to answer, etc.; and it is granted to him, etc. And the same hour was given to the same Richard before the said bailiffs, etc. At which hour indeed at the court of the lord King of Pie

in Guihalda predicta, coram ballivis predictis tentam, partes predictae solempniter exacte comparuerunt, videlicet predictus querens per Johannem Porter attornatum suum predictum, et predictus Willelmus Brokewode in propria persona sua. Et idem Willelmus, ad curiam illam coram dictis ballivis, ad tunc petiit diem interloquendi usque ad proximam curiam, scilicet ad horam novenam diei Mercurii, ante meridiem ejusdem diei, proxima post festum sancte Trinitatis extunc proximo sequentis, in Guihalda predicta, coram ballivis ibidem, secundum consuetudinem ville predictae tenendam, ad respondendum, etc.; et ei concedebatur ex assensu partium, etc., et eadem hora data fuit prefato querenti coram dictis ballivis in Guihalda predicta, etc. Et super hoc, tunc ad eandem curiam coram dictis ballivis, venit quidam Willelmus Phelipps de Gloucestria in comitatu Gloucestrie, dyer, et manucepit pro predicto Willelmo Brokewode, ad habendum corpus ejus.¹

(m. 10d.)

Et predictus Ricardus, per Johannem Porter, attornatum suum comparuit; et dictus Willelmus non comparuit. Ideo tunc et ibidem, secundum consuetudinem predictam, consideratum fuit per curiam ibidem, etc., quod predictus Ricardus recuperaret debitum suum predictum versus predictum Willelmum Brokewode, videlicet, predictas quingentas libras. Et pro dampnis suis, que ea occasione in ea parte sustinuit, sexaginta solidos; et pro custagiis et expensis suis, circa sectam predictam in ea parte appositis et factis, quadraginta solidos, per curiam taxatos: ad que dampna, custagia et expensa per curiam sic taxata dictus Ricardus, ibidem, in plena curia, coram prefatis ballivis, se aggrevavit.²

Et nichilominus quod idem Willelmus³ in misericordia, prout in recordo inde in custodia ballivorum ville Gloucestrie predictae, in eadem villa residente, plenius continetur. Qui quidem Willelmus Brokewode non reddidit se prisone Domini Regis predictae tempore judicii illius redditus, nec postea; nec dictus Willelmus Phelippes ipsum Willelmum Brokewode unquam usque prisonam predictam duxit; ac ipse Willelmus minus sufficiens existit ad solvendum sive satisfaciendum prefato Ricardo de predictis quingentis et quinque libris, sive aliqua inde parcella; per quod actio accrevit prefato Ricardo Beauchamp ad exigendum et habendum de prefatis nuper ballivis, jam defendentibus, dictas quingentas et quinque libras. Et licet ipse Ricardus sepius requisivit ipsos nuper ballivos ad solvendum ei easdem

¹ The defendant was bailed to appear on Wednesday next after Holy Trinity next. The lower portion of this membrane is mutilated.

² 'aggreaverunt' in roll.

³ Sic in roll; perhaps 'sit' should be supplied here.

Poudre of the town aforesaid, held there in the Guildhall before the bailiffs aforesaid, the parties aforesaid solemnly exacted appeared, namely the aforesaid plaintiff by John Porter his attorney aforesaid, and the aforesaid William Brokewode in his own proper person. And the same William, at that court before the said bailiffs, then craved a day to imparl until the next court, namely to the ninth hour of Wednesday, before noon of the same day, next after the Feast of the Holy Trinity then next following, to be held in the Guildhall aforesaid before the bailiffs there according to the custom of the town aforesaid, in order to answer, etc., and it was granted to him by assent of the parties, etc., and the same hour was given to the before-mentioned plaintiff before the said bailiffs in the Guildhall aforesaid. And hereupon, then at the same court before the said bailiffs, comes a certain William Phelipps of Gloucester in the county of Gloucestershire, dyer, and mainprised for the aforesaid William Brokewode, to have his body.¹

And the aforesaid Richard, by John Porter his attorney, appeared ; and the said William appeared not. Therefore, then and there, according to the custom aforesaid, it was awarded by the court there, etc., that the aforesaid Richard should recover his debt against the aforesaid William Brokewode, namely the aforesaid five hundred pounds. And for his damages, which on that occasion in that part he has sustained, sixty shillings ; and for his costs and expenses about the suit aforesaid applied and made in that behalf, forty shillings, taxed by the court : as to which damages, costs and expenses so taxed by the court the said Richard there in full court, before the before-mentioned bailiffs, has agreed.

And moreover that the same William [is to be]² in mercy, as in the record of the case in the custody of the bailiffs of the town of Gloucester aforesaid, remaining in the same town, more fully is contained. And this William Brokewode, indeed, did not surrender himself to the prison of the lord King at the aforesaid time of that judgment being rendered, nor afterwards ; nor did the said William Phelippes ever conduct him, William Brokewode, to the prison aforesaid, and he, William, is not of sufficient substance to pay or to satisfy the above-mentioned Richard for the aforesaid five hundred and five pounds, or any parcel thereof ; whereby action accrued to the before-mentioned Richard Beauchamp to exact and have from the before-mentioned late bailiffs, now defendants, the said five hundred and five pounds. And although he, Richard, often required them, the late bailiffs, to pay to him those five hundred and five

¹ See footnote 1 opposite.

² See footnote 3 opposite.

quingentas et quinque libras, ipsi tamen nuper ballivi quingentas quinque libras illas, sive aliquum inde parcellam, prefato Ricardo minime solverunt, set hoc facere contradixerunt et adhuc contradicunt. Et unde predictus Ricardus deterioratus [est] et dampnum habet ad valenciam ducentarum marcarum ; et hoc offert, etc.

Et predicti nuper ballivi per predictum eorum attornatum presentes, etc., petunt auditum bille predictæ, et eis legitur, etc. Qua audita dicunt quod ipsi, ad presens, non sunt avisati ad respondendum prefato Ricardo Beauchamp in premissis ; et petunt diem inde loquendi, usque Octabas Sancte Trinitatis, citra quem, etc., quod per curiam concessum est. Et idem dies datus est prefato Ricardo Beauchamp, hic, etc.

- (m. 8.) **48.** ¹ADHUC PLACITA CORAM BARONIBUS DE SCACCARIO APUD WESTMONASTERIUM AD PLACITA DE TERMINO PASCHE ANNO REGNI HENRICI OCTAVI POST CONQUESTUM ANGLIE XV^{MO}. (1523.)

Villa Gippewici.

²Pro Simone Cowper querente versus Henricum Toly defendentem, unde breve de *ex parte talis*.

Ballivi ville Gippewici, videlicet Thomas Baldry et Willelmus Stysted, retornaverunt hic modo, in Crastino Ascencionis Domini, hoc termino, quoddam breve de magno sigillo domini Regis nunc extra Cancellariam suam eisdem Ballivis directum, cujus quidem brevis tenor sequitur in hec verba :

Henricus Octavus Dei gratia Anglie et Francie Rex, fidei defensor et Dominus Hibernie, ballivis ville sue Gippe[wici], salutem.

Ex parte Simonis Cowper capti et detenti in prisoa nostra ville predictæ pro arreragiis compoti sui, in quibus Henricus Toly asserit ipsum sibi teneri de tempore quo fuit ballivus suus, omnium rerum et bonorum suorum curam habens et administracionem, nobis est ostensum quod auditores compoti predicti, per ipsum Henricum ad hoc deputati, ipsum Simonem super eodem compoto indebite pregravarunt, onerando ipsum Simonem de receptis que non recepit, et non

¹ Exchequer Plea Roll 201. For the process see above, p. 106, n. 2.

² Marginal heading in roll where m. 8 (continued on m. 6d) is cancelled and entered more fully on mm. 9-12. On subsequent membranes the heading for this case is as follows: Adhuc de placito et processu tangentibus Simonem Cowper querentem, et Henricum Toly defendentem.

pounds, they, the late bailiffs, however, by no means paid those five hundred and five pounds or any parcel thereof to the before-mentioned Richard ; but this to do refused and still refuse, and whereupon the aforesaid Richard is the worse and has loss to the value of two hundred marcs ; and this he offers, etc.

And the aforesaid late bailiffs, present by their attorney, etc., crave a hearing of the bill aforesaid, and it is read to them, etc. And after hearing this, they say that they at present are not advised to reply to the before-mentioned Richard Beauchamp in the premises ; and they crave a day for pleading thereon until the Octaves of the Holy Trinity within which, etc., which is granted by the court. And the same day is given to the before-mentioned Richard Beauchamp here, etc.

48. YET PLEAS BEFORE THE BARONS OF THE EXCHEQUER AT WESTMINSTER FOR THE PLEAS OF THE TERM OF EASTER, IN THE 15TH YEAR OF THE REIGN OF HENRY, EIGHTH AFTER THE CONQUEST OF ENGLAND. (1523.)

Town of Ipswich.

For Simon Cowper plaintiff against Henry Toly defendant ; whereof a writ of *ex parte talis*.

The bailiffs of the town of Ipswich, namely Thomas Baldry and William Stysted, returned, here now, on the Morrow of the Ascension of Our Lord, in this term, a certain writ of the Great Seal of the now lord King out of his Chancery, directed to the same bailiffs ; of which writ the tenor follows in these words :

Henry the Eighth, by the Grace of God King of England and France, Defender of the Faith, and Lord of Ireland, to the bailiffs of his town of Ipswich, greeting.

On the part of Simon Cowper, (taken and detained in our prison of the town aforesaid for arrears of his account in which Henry Toly asserts that he is bound to him for the time when he was his bailiff, having the care and administration of all his things and goods,) it has been shown to us that the auditors of the account aforesaid, deputed for this by Henry himself, have oppressed him, Simon, upon the same account unduly, charging him, Simon, with receipts

allocando ei expens[as]¹ et liberaciones rationabiles, in ipsius Simonis dampnum non modicum et gravamen. Et quia nolumus quod eidem Simoni injuriatur in hac parte; ac pro eo quod Thomas Cowper de Cranebroke in comitatu Kancie, clothman, Thomas Colyer de eadem villa, clothman, Thomas Hawes de Londonia, marchaunt taylor, et Edwardus Grene de Londonia, mercator, coram nobis personaliter constituti² manuceperunt, videlicet quilibet eorum sub pena trescentarum librarum de terris et catallis suis ad opus nostrum levandarum, habere prefatum Simonem coram Thesaurario et Baronibus nostris de Scaccario in Crastino Ascensionis Domini proximo futuro, ad reddendum prefato Henrico compotum suum predictum juxta formam Statuti de communi consilio³ regni nostri Anglie inde editi et provisi, vobis precipimus quod ipsum Simonem a prisona predicta, si ea occasione et non alia detineatur in eadem, sine dilatione deliberari faciatis per manucaptionem supradictam. Et scire faciatis prefatum Henricum quod tunc sit ibi cum libris, rotulis et talliis per quos predictus Simon compotum suum reddere debeat supradictum, et ad faciendum et recipiendum quod justum fuerit et consonum rationi. Et habeatis ibi hoc breve. Teste me ipso apud Westmonasterium, xxviij^o die Aprilis, anno regni nostri xv^o.

Et breve predictum indorsatur sic :

[Indorsed.]

Virtute istius brevis vobis certificamus quod infranominatum Simonem Cowper deliberavimus infra specificatam manucaptionem ad essendum hic ad diem in brevi specificatum. Et etiam scire fecimus infranominato Henrico Toly ad essendum hic ad diem predictum⁴ cum rotulis et talliis per quos, etc.

Et super hoc idem Simon Cowper committitur prisone domini Regis de Flete, ibidem moraturus quousque, etc.

Et ad predictum Crastinum Ascencionis Domini venit hic predictus Henricus Toly per Radulphum Rathebowne attornatum suum et predictus Simon Cowper in propria persona sua. Et predictus Henricus Toly per predictum attornatum suum detulit hic una[m] bagam cum diversis rotulis, scriptis et aliis munimentis in eadem бага existentibus, per quos predictus Simon Cowper compotum predictum prius reddidit, et ad faciendum et recipiendum pro eodem Henrico quod justum fuerit; in qua quidem бага continebantur diversi rotuli et scripta in

¹ Sic in the roll.

² Simon finds bail in London, and the plea is removed from Ipswich.

³ Presumably Stat. Westm. (II), c. 11.

⁴ 'predictum' is interlined. This warning is given under the above statute.

which he did not receive, and not allowing to him expenses and reasonable payments to his, Simon's, no small loss and grievance. And because we are unwilling that the same Simon should be injured in this respect, and forasmuch as Thomas Cowper of Cranbrook in the county of Kent, clothman, Thomas Colyer of the same town, clothman, Thomas Hawes of London, merchant tailor, and Edward Grene of London, merchant, having personally appeared before us, namely, each of them has mainprised, under penalty of three hundred pounds to be levied to our use from their lands and chattels, to have the before-mentioned Simon before our Treasurer and Barons of the Exchequer on the Morrow of the Ascension of Our Lord next coming to render to the before-mentioned Henry his account aforesaid, according to the form of the Statute made and provided therefor by the common council of our realm of England—we order you that you cause him, Simon, to be delivered without delay from the prison aforesaid, if for that reason and for none other he is detained in the same. And you are to let the before-mentioned Henry know that he is to be there then with the books, rolls and tallies by which the aforesaid Simon ought to render his account abovesaid, and to do and receive what shall be just and agreeable to reason. And you are to have there this writ. Witness myself at Westminster, the 28th day of April in the 15th year of our reign.

And the writ aforesaid is indorsed thus :

[Indorsed.]

By virtue of this writ we certify to you that we have released the within-named Simon Cowper under the mainprise specified, to be here at the day specified in the writ. And also we have let the within-named Henry Toly know that he is to be here at the day aforesaid with the rolls and tallies by which, etc.

And hereupon the same Simon Cowper is committed to the prison of the lord King of Fleet, there to remain until, etc.

And at the aforesaid Morrow of the Ascension of Our Lord came here the aforesaid Henry Toly by Ralph Rathebowne, his attorney, and the aforesaid Simon Cowper in his proper person. And the aforesaid Henry Toly by his aforesaid attorney brought here one bag with divers rolls, writings and other muniments being in the same bag, by which the aforesaid Simon Cowper formerly rendered the account aforesaid, and to do and receive on behalf of the same Henry what shall be just. In which bag, indeed, were contained divers rolls and

papiris, inter que compotus predictus adtunc reperiatur in quodam papiro [qui] sub hac sequitur forma : ¹

(m. 9d.)

Et super hoc Thomas Tamworth et Edwardus Chamber, auditours ² compotorum hujus Scaccarii, assignantur per Barones predictos ad compotum predictum audiendum, etc. Et quia auditores predicti compotum predictum hoc termino determinare non possunt; ideo datus est dies prefato Simoni Cowper usque Octabas Sancte Trinitatis, in forma predicta, ad reddendum compotum predictum. Et idem dies datus est prefato Henrico Toly hic, etc. Ad quem diem ³ partes predictae venerunt hic; dictus videlicet Simon Cowper in propria persona sua, et predictus Henricus Toly per predictum atornatum suum. Et quia auditores predicti compotum predictum hoc termino determinare non possunt, ideo datus est dies prefato Simoni Cowper usque Octabas Sancti Michaelis in forma predicta, ad reddendum compotum predictum.⁴

(m. 10.)

Ad quem diem partes predictae veniunt hic, dictus, videlicet, Simon Cowper in propria persona sua et predictus Henricus Toly per predictum atornatum suum. Et super hoc predictus Simon Cowper petit auditum predicti compoti, coram prefatis auditoribus apud Gippwicum predictum redditum; et ei legitur, etc.

Quo lecto et audito, predictus Simon Cowper protestando quod predictus compotus in forma predicta recitatus et redditus minus sufficiens est in lege ad ipsum Simonem in aliquibus arreragiis super compoto illo onerandum, eo quod non sit aliquis mencio de tempore aut loco, aut ubi predictus Simon Cowper fuit factor predicti Henrici; aut in quo loco quando predictus Simon pannos predictos recepit ⁵ unde predicti auditores per predictum Henricum assignati se oneraverunt; nec ubi predictus Simon predictas liberaciones et expensas eidem Henrico fecit. Et advantagio inde eidem Simoni semper salvo,

¹ The account which follows here in the roll appears to be a statement of account compiled by the Ipswich auditors and signed by them. It will be seen that this summary account is challenged by the plaintiff, who proffers his own version, which is summarized elsewhere (pp. 163-168) and which seems to be in marked contrast with the inadequate form of the auditors' production.

² Sic.

³ 'dies' in roll.

⁴ Successive adjournments follow (owing to the inability of the Exchequer auditors to determine this account) until Easter (or Trinity) 18 Henry VIII, when the defendant is mainprised, from term to term until the account is determined, under a penalty of three hundred pounds, and released from prison. A day is then given to the parties at Michaelmas (18 Henry VIII). The bottom of this membrane is obscured by dirt and inkstains.

⁵ Cf. pp. 129-130 and 163-168 *passim*.

writings on paper, among which the account aforesaid is then found in a certain paper [which] follows in this form : ¹

.

And hereupon Thomas Tamworth and Edward Chambers, auditors of the accounts of this Exchequer, are assigned by the Barons aforesaid to hear the aforesaid account, etc. And because the auditors aforesaid are not able to determine the account aforesaid in this term, therefore a day is given to the aforesaid Simon Cowper till the Octaves of the Holy Trinity, in the form aforesaid, to render the account aforesaid. And the same day is given to the before-mentioned Henry Toly here, etc. At which day the parties aforesaid came here, namely the said Simon Cowper in his own proper person and the aforesaid Henry Toly by his aforesaid attorney. And because the auditors aforesaid are not able to determine the account aforesaid in this term, therefore a day is given to the before-mentioned Simon Cowper till the Octaves of S. Michael in the form aforesaid, to render the account aforesaid.²

.

At which day the parties aforesaid come here, namely the said Simon Cowper in his proper person and the aforesaid Henry Toly by his aforesaid attorney. And hereupon the aforesaid Simon Cowper asks to hear the aforesaid account rendered before the before-mentioned auditors at Ipswich aforesaid, and it is read to him.

And this being read and heard, the aforesaid Simon Cowper protesting that the aforesaid account, recited and rendered in the form aforesaid, is insufficient in the law for charging him, Simon, with any arrears upon that account, (for that there is not any mention of time or place, or where the aforesaid Simon Cowper was factor of the aforesaid Henry ; or in what place, when the aforesaid Simon received the cloths aforesaid with which the aforesaid auditors assigned by the aforesaid Henry have charged him, nor where the aforesaid Simon made the aforesaid payments and disbursements to the same Henry); and the advantage thereof being always saved to the same Simon, the same Simon says

¹ See footnote 1 opposite.

² See footnote 4 opposite.

idem Simon dicit quod ipse queritur se gravatum et injuste oneratum per predictos auditores, per predictum Henricum eidem Simoni ad compotum predictum reddendum assignatos, eo quod iidem auditores oneraverunt ipsum Simonem de receptis que non recepit, et non allocando ei expensas et liberationes suas rationabiles.

Quia dicit quod predictus Henricus undecimo die Julii, anno regni domini Regis nunc duodecimo, apud Londoniam in warda de Crepulgate,¹ fecit et constituit predictum Simonem factorem predicti Henrici in partibus transmarinis, videlicet apud Bylbowe, Saynt Sebastians et Passage² in partibus Hispanie et Burdeux in partibus Vasconie, pro ipso Henrico mercandizando; bona, res et mercandisas suas vendendo, et de valore et precio³ earundem ferrum, ceram, [manes] et alia bona in partibus illis emendo et appruando et versus regnum Anglie conducendo; et alia negotia sua ibidem faciendo; pro quibus negociis idem Simon omnes et omnimodas expens[as], liberationes et allocationes de prefato Henrico haberet et reciperet in tam amplis modo et forma quibus aliquo alio factori alicujus mercatoris Anglie antea de magistro suo habuit aut recepit. Predicti tamen auditores predicti Simonis contra formam predictam minus juste compotum predictum recordaverunt.

Eo quod predicti auditores per prefatum Henricum assignati onaverunt predictum Simonem de xxxijl. viijs. pro dictis octo pannis laneis per prefatum Simonem cuidam Sancio⁴ de Barco, ut allegatur, venditis, ubi in facto idem Simon pannos illos vendidit eidem Sancio⁴ tantum pro triginta libris.

Et eciam non allocando eidem Simoni allocationes et expens[as] rationabiles, videlicet ubi predictus Simon nunc petit, et coram predictis nuper⁵ auditoribus per predictum Henricum eidem assignatis apud Gippewicum predictum tunc petiit allocationes de diversis solucionibus, denariis, liberationibus, mercandisis et de aliis bonis, debitis et catallis sub certo predicto nomine solutis prefato Henrico et ejus deputato, ac diversis personis subscriptis, ac in earum possessione existen[tibus] et per eas debitis.

Necnon pro expensis ejusdem Simonis; videlicet,⁶ pro ccc. kentalles ferri, xiiij. die Septembris, anno Domini millesimo quingentesimo vicesimo, apud quendam locum infra civitatem et wardam de Langborne, pro cxx^{M1} maravidis qui se attingunt ad lxxijl. sterlingorum, de Saynt John de Artynygo⁷ per predictum Simonem emptis et per

¹ Perhaps Toly's London warehouse.

² *i.e.* los Pasages, *cf.* pp. 165-166.

³ 'predict' in roll.

⁴ 'Sancia' in roll.

⁵ *Cf.* above, p. 128, l. 3.

⁶ Simon's revised version of the auditors' statement of account begins here.

⁷ *i.e.* Archiniega (*cf.* p. 164, n. 2).

that he himself complains that he is aggrieved and unjustly charged by the aforesaid auditors assigned by the aforesaid Henry to the same Simon to render the account aforesaid, for that the same auditors have charged him, Simon, with receipts which he did not receive, and by not allowing to him expenses and his reasonable payments.

Because, he says, that the aforesaid Henry on the eleventh day of July in the twelfth year of the reign of the now lord King, at London in the ward of Cripplegate, made and constituted the aforesaid Simon the factor of the aforesaid Henry in the parts beyond the sea, namely at Bilbao, S. Sebastian and Los Pasages in the parts of Spain, and Bordeaux in the parts of Gascony ; to trade for him, Henry ; to sell his goods, things, and merchandises, and with the value and price of the same to buy and approve iron, wax, 'manas' and other goods in those parts, and to dispatch them towards the Kingdom of England ; and to transact his other business here ; for which business the same Simon should have and receive all and all manner of expenses, payments and allowances from the above-mentioned Henry in as ample a manner and form as any other factor of any merchant of England before now has had or received from his master. The aforesaid auditors, however, of the aforesaid Simon have recorded the aforesaid account contrary to the form aforesaid, unjustly.

For that the aforesaid auditors assigned by the before-mentioned Henry have charged the aforesaid Simon with 32*l.* 8*s.* for the said eight woollen cloths, sold by the before-mentioned Simon to a certain Sancho de Barco, as it is alleged, whereas in fact the same Simon sold those cloths to the same Sancho for thirty pounds only.

And also in not allowing to the same Simon reasonable allowances and expenses, namely whereas the aforesaid Simon now asks, and before the aforesaid late auditors assigned by the aforesaid Henry at Ipswich aforesaid did then ask for allowances of divers payments, moneys, liveries, merchandises and for other goods, debts and chattels, paid under a certain name aforesaid to the before-mentioned Henry and to his deputy and to divers persons written below, and being in their possession and debited to them.

Moreover also the disbursements of the same Simon, namely : For 300 quintals of iron the 14th day of September in the year 1520, bought by the aforesaid Simon at a certain place within the city and ward of Langbourne, of [a certain] John of Artynygo, for 120,000 maravedis (which amount to 72*l.* sterling), and by the said Simon then and there,

dictum, Simonem tunc et ibi in quadam nave vocata le Barbara de Passage eskippatis et abinde versus hoc regnum Anglie in nave predicta ad portum civitatis Londonie predictae, vicesimo dei Januarii anno Domini supradicto, salvum et secur adductis ; et prefato Henrico tunc et ibidem deliberatis.¹

(m. 10d.) Et de cx. magnis balleis gadi per predictum Simonem xvij^o die Februarii anno regni domini Regis nunc xij^o, apud quendam locum vocatum Burdeux infra civitatem et wardam de Langbourne predicta, de quodam Johanne de Artynygo, pro ccclxxj^m ccl marvedis, qui se attingunt ad ccxxijl. xvs. sterlingorum emptis, et per dictum Simonem tunc et ibidem in quadam nave vocata le Jenett de Penarth eskippatis et abinde in nave predicta ad portum de Londonia predicta salvum et securum adductis et prefato Henrico tunc et ibidem liberatis.¹

.
Et sic idem Simon dicit quod auditores predicti per predictum Henricum nuper assignati predictum Simonem de cccxjl. xvijs. vjd. minus juste oneraverunt et graverunt. Que omnia et singula idem Simon paratus est verificare prout curia consideraverit. Unde petit judicium et quod ipse de predictis cccxjl. xvijs. vjd.² . . .

(m. 11.) Et predictus Henricus Toly quoad expen[sas] ejusdem Simonis Cowper pro ccc. kyntallis ferri ac cx. bal[eis] gadi et cl. kyntallis et xv. libris ferri et cl. kyntallis ferri, ac cc. kyntallis et xxviij. libris ferri et ccclix. kyntallis xxxviij. libris ferri, et D. kyntallis ferri et iiij^{xx}xiiij magnis baleis gadi : et vij^mDelx. marvidis et vj^mvj^cxl. marvidis. Et vj^mcviiij. marvidis ; et xvij^mcl. marvidis ; et M^d. marvidis, dictus Henricus dicit quod predictus Willelmus Stysted, Ricardus Percyvall et Robertus Bray, nuper auditores, eidem Simoni debita allocaverunt et idem Simon inde allocatus fuit, et hoc paratus est verificare, etc. Et petit judicium, etc. ; et quod predictus compotus coram prefatis auditoribus redditus, bonus et effectualis existat, etc. Et quo ad totum residuum dictus Henricus dicit quod predictus Simon coram predictis Willelmo Stysted, Ricardo Percyvall et Roberto Bray, nuper auditoribus, etc., non petiit allocacionem de illo residuo prout superius

¹ The account recited in the plaintiff's pleadings is continued, item by item, in the same form. The remaining items have therefore been summarized (with the above) and printed after the auditors' account elsewhere to show the differences claimed by Simon.

² The membrane ends with these figures, but in spite of the direction 'Plus in dorso' the sentence is not completed. Perhaps some such words as 'allocatus sit' may be supplied.

in a certain ship called the Barbara of Pasages, on the 20th day of January in the year of Our Lord abovesaid, brought safe and sound to the port of the city of London aforesaid; and then and there delivered to the before-mentioned Henry.

And for 110 great bales of woad bought by the aforesaid Simon on the 17th day of February in the 12th year of the now lord King at a certain place called Bordeaux within the city and ward of Langbourne aforesaid, of a certain John of Artynygo for 371,250 maravedis, which amount to 222*l.* 15*s.* sterling, and were then and there shipped by the said Simon in a certain ship called the Jennet of Penarth, and thence brought in the ship aforesaid to the port of London aforesaid, safe and sound, and handed over then and there to the before-mentioned Henry.¹

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And so the same Simon says that the auditors aforesaid lately assigned by the aforesaid Henry have with less than justice charged and grieved the said Simon with 311*l.* 17*s.* 6*d.* All which things and every one of them the same Simon is ready to aver as the court shall award. Whereupon he asks judgment and that he [be allowed] in respect of the aforesaid 311*l.* 17*s.* 6*d.*²

And the aforesaid Henry Toly as to the disbursements of the aforesaid Simon Cowper for 300 quintals of iron and 110 bales of woad, and 150 quintals and 15 lbs. of iron and 150 quintals of iron, and 200 quintals and 28 lbs. of iron, and 359 quintals and 37 lbs. of iron, and 500 quintals of iron and 94 great bales of woad and 7660 maravedis, and 6640 maravedis, and 6108 maravedis, and 17,150 maravedis and 1500 maravedis, the said Henry says that the aforesaid William Stysted, Richard Percyvall and Robert Bray, the late auditors, allowed debts to the same Simon, and the same Simon had allowance thereof, and this he is ready to aver, etc., and he asks judgment, etc.; and that the aforesaid account rendered before the before-mentioned auditors may be good and effectual, etc. And as to all the residue, the said Henry says that the aforesaid Simon, before the aforesaid William Stysted, Richard Percyvall and Robert Bray, late auditors, etc., did not ask allowance for that residue as he has alleged above. And this the aforesaid Henry Toley is ready

¹ See footnote 1 opposite.

² See footnote 2 opposite.

allegavit.¹ Et hoc predictus Henricus Toley paratus est verificare, etc., et petit iudicium eo quod predictus compotus coram prefatis nuper auditoribus redditus bonus et effectualis per Barones adjudicatur, etc.

Et predictus Simon dicit quod predicti Willelmus Stysted, Ricardus Percyvall' et Robertus Bray de expensis ejusdem Simonis Cowper pro predictis ccc. kyntallis ferri ac ex. baleis gadi et cl. kyntallis et xv. libris ferri, et cl. kyntallis ferri, ac cc. kyntallis et xxviij. libris ferri et ccclix. kyntallis et xxxviij. libris ferri, et D. kyntallis ferri, et iiij^{xx}xiiij. magnis baleis gadi et vij^Mvj^{cl}lx. marvidis, et vj^MDcxl. marvidis et vj^Mcviiij. marvidis; et xvij^Mcl. marvidis; et M^D. marvidis predicto Simoni non allocaverunt modo et forma prout predictus Henricus superius placitando allegavit. Et de hoc ponit se super patriam et predictus Henricus similiter. Et quoad totum residuum, etc., dictus Simon dicit quod ipse coram predictis Willelmo Stysted, Ricardo Percyvall' et Roberto Bray auditoribus, etc., petiit allocari de toto illo residuo, modo et forma prout superius placitando allegavit. Et hoc petit quod inquiratur per patriam. Et predictus Henricus similiter. Ideo preceptum est vicecomiti Suffolcie quod venire faciat hic, in Octabis Sancti Hillarii xij., etc., de visneto dicte ville Gippewici in comitatu predicto quorum quilibet, etc., per quos, etc., et qui nec, etc., ad recognoscendum, etc. Et idem dies datus est partibus predictis hic, etc.

Ad quem diem partes predictae veniunt hic, dictus videlicet Simon Cowper in propria persona sua et predictus Henricus Toly per predictum attornatum suum. Et vicecomes dicti comitatus Suffolcie non retornavit hic breve, etc. Ideo preceptum est eidem vicecomiti, sicut alias, quod venire faciat hic, a die Pasche in xv. dies, xij., etc.²

Anno
xix^o.

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49. ³ CHANCERY PROCEEDINGS ON A WRIT OF *CERTIORARI* BY A BILL OF COMPLAINT (*The Archbishop of Canterbury v. Wyngar and others*, Mich. 20 Henry VII).

(m. 1.) Henricus Dei gratia Rex Anglie et Francie et Dominus Hibernie majori et aldermannis ac vicecomitibus Londonie salutem. Volentes certis de causis informari super tenorem recordi et processus cujusdam loquele que est coram vobis in curia nostra civitatis predictae sine brevi nostro, secundum consuetudinem ejusdem civitatis inter Willelmum

¹ 'allegavit' is interlined.

² Successive adjournments follow from Easter 19 Henry VIII to Trinity 25 Henry VIII. A memorandum is sewn on to the membrane at Hilary 24 Henry VIII, giving the names of two London liverymen as bail for Simon, who is released from prison accordingly.

³ Chancery Miscellanea, Bundle 68, File 18, No. 595.

to aver, etc., and he asks judgment for that the aforesaid account rendered before the before-mentioned late auditors is adjudged good and effectual by the Barons, etc.

And the aforesaid Simon says that the aforesaid William Stysted, Richard Percyvall and Robert Bray have not allowed the aforesaid Simon Cowper the aforesaid 300 quintals of iron [*and the rest as above*] in manner and form as the aforesaid Henry above in pleading has alleged. And as to this he puts himself upon the country, and the aforesaid Henry likewise. And as to the whole residue, etc., the said Simon says that he himself before the aforesaid William Stysted, Richard Percyvall and Robert Bray, the auditors, etc., asked to be allowed for that whole residue in manner and form as above in pleading he alleged. And this he asks, that it may be inquired by the country. And the aforesaid Henry likewise. Therefore precept is made to the sheriff of Suffolk that he cause to come here in the Octaves of S. Hilary 12, etc., of the neighbourhood of the said town of Ipswich in the county aforesaid, of whom each, etc., by whom, etc., and who neither, etc., to make recognition, etc. And the same day is given to the parties aforesaid here, etc.

At which day the parties aforesaid come here, namely the said Simon Cowper in his proper person and the aforesaid Henry Toley by his aforesaid attorney. And the sheriff of the said county of Suffolk did not return the writ here, etc. Therefore precept is made to the same sheriff, as at other times, that he cause to come here in 15 days from Easter 12, etc.¹

In the
19th year.

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49. CHANCERY PROCEEDINGS ON A WRIT OF *CERTIORARI* BY A BILL OF COMPLAINT (The Archbishop of Canterbury *v.* Wyngar and others, Mich. 20 Henry VII).

Henry, by the Grace of God King of England and of France and Lord of Ireland, to the mayor and aldermen and sheriffs of London, greeting. Willing for certain causes to be informed on the tenor of the record and process of a certain plea which is before you in our court of the city aforesaid, without our writ, according to the custom of the

¹ See footnote 2 opposite.

permissione divina Cantuariensem archiepiscopum, tocius Anglie primatem et Apostolice Sedis legatum, administratorem omnium bonorum et catallorum que fuerunt Willelmi Lynne defuncti, qui intestatus obiit, et Johannem Wyngar et Bartholomeum Reed, cives et aldermannos civitatis Londonie, Johannem Style et Thomam Baldry, cives et merceros ejusdem civitatis de detencione ducentarum librarum per prefatum archiepiscopum facta, que ad manus et possessionem ejusdem archiepiscopi tanquam ordinarii devenerunt ; vobis mandamus quod tenorem recordi et processus predictorum cum omnibus ea tangentibus, quibuscumque nominibus iidem archiepiscopus, Johannes, Bartolomeus, Johannes, et Thomas in loquela illa censeantur, nobis in Cancellariam nostram in crastino Animarum proximo futuro, ubicumque tunc fuerit, sub sigillis vestris, distincte et aperte, mittatis. Et hoc sub pena ducentarum librarum nullatenus omittatis. Et habeatis ibi hoc breve. Teste me ipso apud Westmonasterium, xxix. die Octobris, anno regni nostri vicesimo.

[Indorsed.] Returnum istius brevis patet in quadam cedula huic brevi annexa.

Responsio Johannis Wyngar, majoris et aldermannorum, ac Rogeri Acherley et Willelmi Brown vicecomitum civitatis Londonie.

[Annexed.]
(m. 2.)

Nos Johannes Wyngar, major et aldermanni, et Rogerus Achelley et Willelmus Broun vicecomites civitatis Londonie significamus domino nostro Regi in cancellaria sua quod per antiquas libertates et liberas consuetudines civitatis predictae, a tempore quo non extat memoria usitatas et approbatas, per cartas domini Regis nunc et progenitorum suorum quondam regum Anglie, auctoritate Magne Carte et plurimorum Parliamentorum eorundem ratificatas et confirmatas, omnes loquela et recorda ac processus omnium loquelarum in cur[iis] Regis ejusdem civitatis inceptarum ibidem debeant, et a toto tempore debuerunt et consueverunt deduci et terminari, absque eo quod alibi extra curias illas, infra civitatem ipsam vel extra, debeant aut unquam interim debuerunt vel consueverunt coram justiciariis Regis vel aliis quibuscumque deduci, poni, sive mitti ; nisi aliquod forinsecum in loquela predicta fuerit placitatum sive allegatum unde curie predictae cognoscere non potuerunt,¹ exceptis loquelis et recordis ac processibus loquelarum, coram majore et aldermannis civitatis predictae recordatarum. Qui processus coram justiciari[o] ad errorem, si quis fuerit, corrigendum, per breve Regis assignat[o], apud Sanctum Martinum Magnum

¹ Cf. above, p. lv.

same city, between William, by Divine permission archbishop of Canterbury, primate of All England and legate of the Apostolic See, administrator of all the goods and chattels which were William Lynne's deceased, who died intestate, and John Wyngar and Bartholomew Reed, citizens and aldermen of the city of London, John Style and Thomas Baldry, citizens and mercers of the same city, concerning the detention of two hundred pounds made by the before-mentioned archbishop which came to the hands and possession of the same archbishop as ordinary. We command you that you do send the tenor of the record and process aforesaid with all things touching them (by whatsoever names the same archbishop, John, Bartholomew, John and Thomas may be styled in that plea) to us into our Chancery, on the Morrow of All Souls next coming, wheresoever it may be, under your seals distinctly and openly, and this you shall in no wise omit on penalty of two hundred pounds. And you shall have there this writ. Witness myself, at Westminster, the 29th day of October in the twentieth year of our reign.

[Indorsed.] The return of this writ appears in a certain schedule annexed to this writ.

The answer of John Wyngar, mayor, and of the aldermen, and of Roger Acherley and William Brown, sheriffs of the city of London.

[Annexed.] We, John Wyngar, mayor, and the aldermen, and Roger Achelley and William Brown, sheriffs of the city of London, do signify to our lord the King in his Chancery that by the ancient liberties and free customs of the city aforesaid (used and approved from a time of which the memory does not exist, ratified and confirmed by the charters of the lord King that now is and of his progenitors formerly kings of England, by the authority of Magna Carta and of very many Parliaments of the same [kings]), all pleas and the records and processes of all pleas begun in the King's courts of the same city ought to be and from all time should have been and were wont to be carried on and terminated there, without that they ought to be or ever at times have happened to be, or have been accustomed to be carried on, removed or sent anywhere outside those courts, within the city itself or without, before the King's justices or others whomsoever, unless any foreign matter shall be pleaded or alleged whereof the courts aforesaid could not take cognizance, except pleas and records and processes of pleas recorded before the mayor and aldermen of the city aforesaid. Which process before the justice assigned by the King's writ for correcting error, if any there should be, ought to be and for all the time aforesaid

Londonie¹ et non alibi debeant, et a toto tempore predicto debuerunt et consueverunt, per recordatorem suum, ore tenus et non aliter, recordari. Et ideo tenorem Recordi et processus loquele, de qua in brevi huic cedula annexe fit mencio, coram domino Rege in Cancellaria sua, ad diem in eodem brevi contento, pretextu ejusdem brevis habere non possumus² sine offensione et violacione libertatum et consuetudinum predictarum. Tamen prefato Domino Regi ulterius in Cancellaria sua certificamus quod ante adventum brevis dicti Domini Regis nobis directi et huic cedula consute, scilicet vicesimo quinto et xxvj^{to} diebus Septembris ultimo preteritos, diverse pecuniarum summe, sterlingorum ut denariorum, qui fuerunt ejusdem Willelmi Lynne tempore mortis, qui intestatus obiit, secundum legem et consuetudinem ejusdem civitatis separatim attachiate et defense fuerunt; videlicet, ix*l*. sterlingorum in manibus cujusdam Willelmi Bromwell, merceri existentes, et xv*ijl*. xii*js*. iii*jd*. sterlingorum in manibus cujusdam Johannis Barker, merceri existentes, necnon vi*jl*. sterlingorum in manibus cujusdam Willelmi Clevyng existentes, pretextu cujusdam bille originalis in placito debiti super demanda c*cl*. sterlingorum versus Willelmum permissione divina Cantuariensem archiepiscopum tocius Anglie primatem et Apostolice sedis legatum, administratorem omnium bonorum, catallorum et debitorum que fuerunt ejusdem Willelmi Lynne defuncti, ad sectam Johannis Wyngar et Bartholomei Rede, civium et aldermannorum civitatis Londonie, Johannis Style et Thome Baldry, civium et mercorum ejusdem civitatis, in curia dicti domini Regis in camera Guildhalde predictae, coram nobis prefatis majore et aldermannis secundum consuetudinem predictam affirmatam, et processu secundum eundem consuetudinem continuato, ad petitionem eorundem querentium, dicti Willelmus Bromwell, Johannes Barker et Willelmus Clevyng' separatim premuniti fuerunt essendi in eadem curia coram eisdem majore et aldermannis, nono die Octobris tunc proximo sequente ad ostendendum et demonstrandum si quid iidem Willelmus Bromwell, Johannes Barker et Willelmus Clevyng', seu eorum aliquis, pro se hab[uerit] vel dicere potuerit quare dictus Johannes Wyngar et Bartholomeus Rede, Johannes Style et Thomas Baldry execucionem dictarum separalium pecunie summarum, in manibus eorundem Willelmi Bromwell, Johannis Barker et Willelmi Clevyng' attachiate et defense, habere non deberent. Super quo, ad eandem curiam, coram eisdem majore et aldermannis eodem nono die Octobris tentam, iidem,

¹ See Introduction, p. xiv, n. 3, and cf. pp. civ, cv.

² Therefore this return is in the form of a communication and not of a transcript of the record of the case; but in another case the return was refused on a different ground.

was accustomed to be recorded at S. Martin the Great at London and not elsewhere, and for the whole time aforesaid such cases should be and were recorded by their recorder orally and not otherwise. And therefore we are not able, by pretext of the same writ, to have the tenor of the record and process of the plea, whereof mention is made in the writ annexed to this schedule, before the lord King in his Chancery at the day contained in the same writ, without offence to and violation of the liberties and customs aforesaid. However, we do further certify the above-mentioned lord King in his Chancery that, before the coming of the writ of the lord King directed to us, and sewn on to this schedule, namely on the twenty-fifth and 26th days of September last past, divers sums of money of sterlings or pennies which were the same William Lynne's at the time of his death, who died intestate, according to the laws and customs of the same city were severally attached and fenced, namely 9*l.* sterling in the hands of a certain William Bromwell, mercer, and 17*l.* 13*s.* 4*d.* sterling in the hands of a certain John Barker, mercer, moreover 7*l.* sterling in the hands of a certain William Clevyng, by pretext of a certain original bill in a plea of debt upon demand of 200*l.* sterling against William by divine permission archbishop of Canterbury, primate of All England and legate of the Apostolic See, administrator of all goods, chattels and debts which were [the property] of William Lynne deceased, at the suit of John Wyngar and Bartholomew Rede, citizens and aldermen of the city of London, John Style and Thomas Baldry, citizens and mercers of the same city, in the court of the said lord King in the chamber of the Guildhall aforesaid, before us, the aforesaid mayor and aldermen, according to the aforesaid custom, and process according to the same custom having been continued at the petition of the same plaintiffs, the said William Bromwell, John Barker and William Clevyng were severally premonished to be before the same mayor and aldermen in the same court on the ninth day of October then next following, to show and demonstrate if the same William Bromwell, John Barker and William Clevyng, or any one of them, have or ask to say [anything] for themselves wherefore the said John Wyngar and Bartholomew Rede, John Style and Thomas Baldry should not have execution of the said several sums of money in the hands of the same William Bromwell, John Barker and William Clevyng, attached and fenced. Whereupon the same William Bromwell, John Barker and William Clevyng having been severally [and] solemnly exacted to [appear at] the same court before the same mayor and aldermen on the

Willelmus Bromwell, Johannes Barker et Willelmus Clevyng' separatim solempniter exacti, videlicet dictus Willelmus Bromwell et Johannes Barker non comparuerunt sed separalem fecerunt defaultum. Ideo per considerationem curie predictae et ad petitionem supradictorum querentium iidem Willelmus Bromwell et Johannes Barker in dictis separalibus pecunie summis sic ut prefertur in manibus eorundem Willelmi Bromwell et Johannis Barker attachiatis et defensis, condemnati fuerunt et existunt, secundum consuetudinem civitatis predictae, etc.

Et dictus Willelmus Clevyng' in propria persona sua adtunc in eadem curia comparuit et petiit diem interloquendi secundum consuetudinem predictam. Et postea, videlicet xxii^{do} die Octobris anno xx^o regni regis Henrici vij., idem Willelmus, iterum exactus, in propria persona sua comparuit ; et quoad lvjs. vd. ob., parcellam dictarum vij. librarum, idem Willelmus dicit quod ipse dicti tempore attachiamenti, etc., habuit et detinuit prefato defendenti eosdem lvjs. vd. ob. ; et quoad iiijl. iijs. vjd. ob., residuum dictarum vij. librarum, idem Willelmus Clevyng' dicit quod ipse tempore dicti attachiamenti facti, etc., non habuit neque detinuit, etc.

Ad legem secundum consuetudinem civitatis, etc. Lex, etc. Et perfecit legem, etc.

Ideo eat inde quietus, etc. Et quoad dictos lvjs. vd. ob., idem Willelmus Clevyng', tunc [et] ibidem in eadem curia prefatis querentibus condemnatus existit.

Et hec fuit causa arrestie sive attachiamenti dictarum separalium pecunie summarum in manibus dictorum Willelmi Bromwell, Johannis Barker et Willelmi Clevyng, quas quidem causas coram prefato domino Rege in Cancellaria sua predicta prom[p]tas habemus, prout nobis in dicto brevi precipitur.

50. ¹ CHANCERY PROCEEDINGS ON A WRIT OF *CERTIORARI* BY A BILL OF COMPLAINT (*Griffith v. Paunton*, Mich. 15 Henry VIII).

(m. 1.) Henricus Octavus, Dei Gratia Anglie [et]² Francie Rex, Fidei Defensor, et Dominus Hibernie majori aldermannis et vicecomitibus ville Bristollie, ac majori et constabulariis Stapule ejusdem ville, necnon ballivis majoris et communitatis dicte ville Bristollie curie sue

¹ Chancery Miscellanea, Bundle 59, File 6, No. 250. This is the conventional record of the case sent up to the Chancery as the return to this writ of *Certiorari*.

² 'et' should be read before 'Francie.'

same ninth day of October, this is to say that the same William Bromwell and John Barker did not appear but severally made default. Therefore, by award of the court aforesaid, and at the petition of the aforesaid plaintiffs, the same William Bromwell and John Barker were and are condemned in the said several sums of money, so as aforesaid attached and fenced in the hands of the same William Bromwell and John Barker, according to the custom of the city aforesaid, etc.

And the said William Clevyng appeared in his proper person in the same court and asked a day to imparl, according to the custom aforesaid. And afterwards, namely on the 22nd day of October in the 20th year of the reign of King Henry 7, the same William, again exacted, appeared in his proper person; and as to 56s. 5½*d.*, parcel of the said 7 pounds, the same William says that he himself, at the time of the said attachment, etc., had and detained for the before-mentioned defendant the same 56s. 5½*d.*; and as to 4*l.* 3s. 6½*d.*, the residue of the said 7 pounds, the same William Clevyng says that at the time when the said attachment was made, etc., he had it not nor detained it, etc.

To [his] law, according to the custom of the city, etc. The law, etc. And he performed his law, etc.

Therefore let him go quit thereof, etc. And as to the said 56s. 5½*d.*, the same William Clevyng then and there, in the same court, is condemned [to the before-mentioned plaintiffs].

And this was the cause of the arrest or attachment of the said several sums of money in the hands of the said William Bromwell, John Barker and William Clevyng, which causes indeed we have ready [to produce] before the before-mentioned lord King in his Chancery aforesaid, as it is enjoined to us in the said writ.

50. CHANCERY PROCEEDINGS ON A WRIT OF *CERTIORARI* BY A BILL OF COMPLAINT (Griffith v. Paunton, Mich. 15 Henry VIII).

Henry the Eighth, by the Grace of God King of England [and] France, Defender of the Faith and Lord of Ireland, to the mayor, aldermen and sheriffs of the town of Bristol, and to the constables of the Staple of the same town, and also to the bailiffs of the mayor and commonalty of the

tolseti, ac ballivis dictorum majoris et communitatis ejusdem ville curie sue pedis pulverizati, et eorum cuilibet, salutem.

Volentes certis de causis certiorari super causa capcionis et detencionis Petri Paunton in prisona nostra sub custodia vestra, nobis in Cancellariam nostram in Octabis Sancti Hilarii proximo futuris ubicunque tunc fuerit, sub sigillis vestris distincte et aperte mittatis et hoc breve. Teste me ipso, apud Westmonasterium, xvj. die Decembris, Anno regni nostri quinto decimo.

[Indorsed.]

Responsio Johannis Tremayne, majoris ville Bristollie, ac Rogeri Dallas, Philippi¹ Cabull', Johannis Clive, aldermannorum ipsius ville; ac Roberti Chapman et Johannis Davys, vicecomitum ville predictae, dictique Johannis Wilkyn[s] majoris stapule ipsius ville, necnon Johannis Willyams et Johannis Shipman, constabulariorum stapule ejusdem ville, ac predictorum Roberti Chapman et Johannis Davys, tam ballivorum dictorum majoris et communitatis ville predictae, curie tolseti, quam ballivorum dictorum majoris et communitatis curie Pedis Pulverizati infra specificati patet in quibusdam cedulis huic brevi consutis, sigillo dicti majoris

[Schedule.]
(m. 2.)

Domino Regi in Cancellariam suam ad diem in dicto brevi huic cedulae consuto specificato, nos Johannes Wilkyns, major stapule ville Bristollie, ac Johannes Willyams et Johannes Shipman, constabularii ejusdem stapule, significamus quod ante adventum ejusdem brevis, videlicet die Veneris iij^{to} die Decembris, anno regni ipsius regis xv^o, Petrus Paunton in brevi illo nominato captus fuit apud Bristolliam predictam et prisone dicti domini Regis ibidem commissus et detentus virtute cujusdam querele debiti pro decem libris de debito, et tam occasione detencionis debiti illius quam pro misis et costagiis, pro quinque solidis quos Johannes Griffith bruer versus eum recuperavit in curia dicti domini Regis stapule ville Bristollie supradictae coram vobis dictis majore et constabulariis in placito debiti, prout in quadam cedula, huic cedulae annexa, plenius continetur.

Et hoc et non alia est causa capcionis et detencionis predicti Petri in prisona supradicta. Quam quidem causam domino Regi in Cancellariam suam ad diem in dicto brevi contentum, ubicunque

¹ 'Philippis' in record.

said town of Bristol of its court of Tolsey, and to the bailiffs of the said mayor and community of the same town of their court of Pie Poudre, and to every one of them,¹ greeting.

Willing for certain causes to be certified upon the cause of the taking and detention of Peter Paunton in our prison under your custody, you shall send to us into our Chancery, in the Octaves of S. Hilary next coming, wheresoever it may then be, under your seals, distinctly and openly, and this writ. Witness myself at Westminster, the 16th day of December in the fifteenth year of our reign.

[Indorsed.]

The answer of John Tremayne, mayor of the town of Bristol, and of Roger Dallas, Philip Cabulle, John Clive, aldermen of that same town, and of Robert Chapman and John Davys, sheriffs of the town aforesaid, and of the said John Wilkyns, mayor of the Staple of the same town, and also of John Willyams and John Shipman, constables of the Staple of the same town, and of the aforesaid Robert Chapman and John Davys, as well bailiffs of the said mayor and community of the town aforesaid, of the court of Tolsey, as of the bailiffs of the said mayor and commonalty aforesaid, of the court of Pie Poudre below specified—appears in certain schedules sewn with this writ, sealed in

[Schedule.]

We, John Wilkyns, mayor of the Staple of the town of Bristol, and John Willyams and John Shipman, constables of the same Staple, signify to the lord King, in his Chancery, at the day specified in the writ sewn with this schedule, that before the coming of the same writ, namely on Friday the 4th day of December in the 15th year of the reign of him, the King, Peter Paunton named in that writ was taken at Bristol aforesaid and committed to the prison of the said lord King there and detained by reason of a certain plea of debt for ten pounds of debt, and as well by occasion of the debt aforesaid as for expenses and costs, for five shillings which John Griffith, brewer, has recovered against him in the court of the lord King of the Staple of the town of Bristol abovesaid, before you, the said mayor and constables, in a plea of debt, as in a certain schedule, annexed to this schedule, is more fully contained.

And this and none other is the cause of the taking and detention of the aforesaid Peter in the prison abovesaid. Which cause, indeed, we send to the lord King, into his Chancery; wheresoever it shall be, at the day contained in the said writ, under the seal of the said mayor,

¹ It will be seen that three local courts (Staple, Tolsey and Pie Poudre) are mentioned here, as to which see *Law Merchant*, Vol. I, pp. xx, xxi, 131.

tunc fuerit, sub sigillo dicti majoris distincte et aperte mittimus, et breve predictum, prout per breve illud nobis precepistis.¹

(m. 3.)

² Curia tenta die Mercurii, ix^{no} die Decembris.

Petrus Paunton attachiatus versus Johannem Griffith in placito debiti super demanda xl., etc. Unde idem querens per Thomam Collys attornatum suum, dicit quod cum predictus defendens vj^{to} die Januarii, anno regni regis Henrici Octavi xiiij^o, apud Bristolliam, computasset cum eodem [querente] de diversis denariorum summis ipsius querentis, per predictum defendentem ante tempus illud ad compotum eidem querenti, cum inde requisitus fuisset, reddendum receptis. Et super compoto illo dictus defendens predictis die anno et loco inventus fuisset in arreragiis erga eundem querentem in predicta summa, solvenda eidem querenti, cum inde requisitus fuisset; et pro majori securitate solucionis ejusdem summe fiende quando, etc., idem defendens die, anno et loco supradictis, secundum consuetudinem dicte ville Bristollie et legem mercatoriam ibidem ab antiquo usitatam, fecit unam talliam vocatam 'a Score,' et illam ut factum suum prefato querenti deliberavit. Idem tamen defendens, licet sepius requisitus, dictam summam in demanda prefato querenti nondum solvit, sed illam ei solvere omnino contradixit et adhuc contradicit. Unde dicit quod deterioratus est et damnum habet ad val[enciam] xxs. et inde producit sectam, etc. Et profert hic in curia talliam predictam, que debitum supradictum in forma antedicta testatur. Cum hoc quod idem querens vult verificare quod ipse tempore levationis querele predictae fuit et adhuc est burgensis Stapule Bristollie predictae.

Et predictus defendens in propria persona sua venit et defendit vim et injuriam quando, etc. Dampna, etc.³ Et petit diem interloquendi usque ad proximam curiam hic tenendam, etc. Et ei conceditur, etc. Ad quem diem dictus defendens nichil dicit in preclusionem predicti querentis actionis sue predictae nec aliquid ulterius respondere vult. Ideo consideratum est quod predictus querens recuperet versus dictum defendentem debitum suum predictum; et dampna sua, tam occasione detencionis debiti illius, quam pro misis et costagiis suis, per ipsum circa sectam suam in hac parte appositis,

¹ 'Precipimus' in the record, where a line and a quarter of writing is erased after this word.

² The court is, obviously, the Court of the Mayor of the Staple at Bristol for pleas and recognizances of debt, and the date December 15 Henry VIII. The date given here is rather indistinct and may be the 10th December. The action determined arose out of a mercantile transaction in the previous January.

³ 'Dampna, etc.,' interlined here in record.

distinctly and openly, and the writ aforesaid, as you did enjoin to us by that writ.

Court held on Wednesday the 9th day of December.¹

Peter Paunton attached at the suit of John Griffith in a plea of debt upon demand for 10*l.*, etc. Whereupon the same plaintiff by Thomas Collys, his attorney, says that whereas the aforesaid defendant, on the 6th day of January in the 14th year of the reign of King Henry the Eighth, at Bristol accounted with the same [plaintiff] for divers sums of money of him, the plaintiff, received by the aforesaid defendant before that time, rendering an account to the same plaintiff when he should be required. And upon that account the said defendant, in the aforesaid day, year and place, was found in arrears towards the same plaintiff in the aforesaid sum, to be paid to the same plaintiff when he was requested therefor; and for greater security of payment to be made of the same sum when, etc., the same defendant the day, year and place abovesaid, according to the custom of the said town of Bristol and the law merchant there used of old time, made one tally, called 'a Score,' and delivered that as his deed to the above-mentioned plaintiff. The same defendant, however, though often requested has not yet paid to the before-mentioned plaintiff the said sum [in demand], but has utterly refused to pay that to him and yet refuses. Whereupon he says that he is the worse and has loss to the value of 20*s.*, and thereof he produces suit, etc. And he proffers here in court the tally aforesaid which testifies the debt abovesaid in the form aforesaid. With this, that the same plaintiff is willing to aver that at the time of the raising of the aforesaid plaint he was and yet is a burgess of the Staple of Bristol aforesaid.²

And the aforesaid defendant in his proper person comes and defends force and injury when, etc. Damages, etc. And he craves a day to imparl, till the next court to be held here, etc. And it is granted to him, etc. At which day the said defendant says nothing to preclude the aforesaid plaintiff from his action aforesaid, nor is willing to answer anything further. Therefore it is awarded that the aforesaid plaintiff shall recover against the said defendant his debt aforesaid and his costs, as well occasioned by the detention of that debt as for his expenses

¹ See footnote 2 opposite.

² See *Law Merchant*, Vol. I, p. 131.

ad 5s. eidem querenti per curiam hic adjudicatis. Et idem defendens in misericordia, etc.

- (m. 4.) Nulla causa coram nobis Johanne Wilkyns majore ville Bristollie ac Rogero Dawes Johanne Cabull' et Johanne Elyot ejusdem ville aut coram Roberto Chapman et Johanne Davys tam vicecomitibus ville predicte quam ballivis dictorum majoris et communitatis ipsius ville, curie Tolseti, aut coram dictis Roberto Chapman et Johanne Davys, ballivis dictorum majoris et communitatis ville supradicte curie Pedis Pulverizati, aut eorum quolibet, versus Petrum Paunton in brevi huic cedula consuto nominatum ad presens residet.

and costs applied by him about his suit in that part, adjudged by the court here to the plaintiff at 5s. And the same defendant in mercy, etc.

No cause at present lies before us, John Wilkyns, mayor of the town of Bristol, and Roger Dawes, John Cabull, John Elyot of the same town, or before Robert Chapman and John Davys, as well sheriffs of the town aforesaid as bailiffs of the said mayor and community of that town, of the court of Tolsey, or before the said Robert Chapman and John Davys, bailiffs of the said mayor and community of the town abovesaid of the court of Pie Poudre, or any one of them as against Peter Paunton named in the writ sewn on to this schedule.

51. ¹ CHANCERY PROCEEDINGS ON A PLEA OF DEBT BY A BILL OF COMPLAINT (*Baker v. Lambert and Grelle v. Lambert*) (1510-13).

To the most reverend fador in God William, archebisshop of Canterbur' and Chanceler of Englund.

Humbly shewyth unto your goode and gracious lordship your dayly oratour Thomas Baker that where he was factour and servaunt unto William Lambert of London, mercer, in the parties of beyond the see the space of iiij yerys or more and at hys comyng he was redy and intended to have gyffyn a rekynnyng and due accomptes to hys seid maister of such receiptes and paymentys as he had made and done duryng the seid terme, the seid Lambert craftely intendyng to put your besecher to a greate afterdele, and havynge your same besecher within hys house in London, enforced and by coercion compelled hym to make enfeafe and deliver unto the seid Lambert a byll obligatory of the summe of 198*l.* 0*s.* 2*d.* paialbe at a certeyn day in the same byll specified, and as soone as the seid Lambert had receyvyd the seid byll, he then havynge certeyn of the sheryffs officers redy within hys hous, toke from hym hys bokys of rekynnyng and sent hym to the computatory of the Pultry in London, and there causyd an action ayenst your Orator of dette of the demaunde of 198*l.* 0*s.* 2*d.* by reason of the byll afore specified by means whereof he is deteyned in prisone in Ludgate and there like to contynue all hys lyfe, for somuche as your seid besecher is not of habilitie to fynde seurties to answeere unto the seid actions: and howbeit he hath offred to accompte afore any two resonable and indifferent persones and to content and paye all that shalbe found due, he havynge hys seid bokys of rekynnynges, yet the seid Lambert woll in noo wise thereunto agre, but wylbe hys own judge or ellys to kepe your poore besecher in continuell prisone, to hys utter undoyng onlesse your gracious aide and secoure to hym shewyd in thys behalf. In consideracion wherof it may please your grace to graunte a writte of *sub pena* to bryng in the seid bokes of rekenyng, the same to be seen and determyned by such persones as the Court of the Chauncerie shall think goode and indifferent; and also to graunte a writte of *corpus cum causa* to be directed to the shireffs of London, commandyng them by the same to have your seid besecher, with the causes of hys arrest, afore the kyng in hys seid Chauncerie, there he to answeere unto the same causes and ferther to doo and receyve as the sayd court shall awarde.

Indorsed. Coram Domino Rege in cancellaria sua r[etornabilis] die Jovis proximo futuro.

¹ Early Chancery Proceedings, Bdle. 282, No. 2.

¹To the most reverend fader in God William Archebushop of Canturbur' and Chanceler of Englonde.

Mekely besechith your gode and gracious lordschip your humble oratour Baptist Grelle of Jeane that whereas one Thomas Baker, beyng attorney and factor of one Willyam Lambard of London, mercer, the vijth daye of Novembr' the yere of our Lord God xv^{ex}, for certeyn marchandises had and resceyved of yo^r seid oratours to the use and behofe of the seid William Lamberd, knowleged hymself, by a byll wreten by the seid Thomas in the name of his seid maister and signed with his marchantes signe, to owe unto yo^r seid oratour clxiiijl. xvs. iiijd. Flemmysche, to be payed to your seid oratour or to the brynger of the same byll in [Cales]² marte in the yer of our Lord God xv^{xj}, at the which marte the seid William Lambard nor the seid factour paide to the said oratour nor to none oder persone the seid clxiiijl. xvs. iiijd., nor no parcell therof [nor at noo tyme syns]² the seid marte. And howe be it that your seid oratour hath often tymes requyred the seid William Lambard to paye unto hym the seid clxiiijl. xvs. iiijd., yet he that to do at alle tymes hath refused and yet refuseth, contrary to right and gode conscience; and wherof your seid oratour hath no remedye by the commyn lawe of this land, because the said contract was made in the partyes beyond the see and the money aforeseid ther to be payed.

Please it therefore your grace to graunt a writt *sub pena*, to be direct to the seid William Lambard, commandyng hym by the same to appere affore the kynges highnes in his Chauncerye at a certeyne daye and under a certeyne payne by your grace to be lemytted, ther to aunswer to the premysse and ther to be ordred therin accordyng to right and to gode conscience. And thus for the love of God and in execucion of gode justice.

Plegii de { Willelmus Larnard de London, gent.
Prosequendo { Johannes Ouley de eadem, mercer.

[*Indorsed*] Coram domino Rege in cancellaria sua die Mercurii proximo futuro.

³Memorandum quod termino Sancte Trinitatis videlicet x^o die Julii anno regni regis Henrici viij¹ quarto dies datus est partibus infrascriptis ad producendum testes ad probandum materiem infracententam, hinc inde, usque xv^{mam} Sancti Michaelis proximam sequentem, ex consensu parcium.

¹ Early Chancery Proceedings, Bdle. 315, No. 3.

² These words are rubbed in the bill.

³ This is written in a cursive hand on the top of the dorse of the writ.

**Th'answere of William Lamberd to the Bille of Complaynt of Baptist Grylle,
marchaunt of Jeane.**

The said William saith that the said bill is untrue, uncerteyn, and insufficient to be answered unto ; and the mater thereof is determynable at the comen lawe and not in thys court ; and he is not bounden bye the lawe to the said bille to make any answeare ; and for th'ensufficiency therof, he praieth that the said bill may abate. Neverthelessse, for ferder declaracion of trouth, he saieth that he hyred the said Thomas Baker to be his servant allowes, and he so being in his service, the said William Lamberd sent certeyn wollen clothes over the see into the contrey of Braban', to the martes there, to be sold ; and willed and comaunded the said Thomas to selle the same clothes for redy money, to be paied in hand, or to bartir therin for oder wares ; and with the money there by hym receyved of any persons for the said clothes, to bye oder wares or, for the money of the same contrey there to be receyved, to take billes of exchange to be paied in Englund in sterling money. So that the said Thomas of every such bargayn', barteryng or exchaunging by hym to be made gave notice therof unto William Tales, an oder servant of the said William, and make him pay by . . .¹ thereunto ; and the said William charged the said Thomas that he should not bye any merchaundises for respite, nor in any wise shuld charge the said William with any dette to any persone, by writyng for the same, or oderwise : without that the said merchaundises of the said Baptist Grylle came to the hands, use or profite of the said William ; and without that the said Thomas receyved any merchaundises of the said Baptist to the use of the said William ; or that the said Thomas had any auctoritie or power at any tyme to bye any wares for respite to the use of the said William ; or to bynde or charge the said William by writyng or oderwise : so that neider in lawe nor in conscience the said bille conteynyng the summe of clxiiijl. xvs. iiijd., made by the said Thomas in the name of the said William, without his commaundement or assent, not having or receyving any marchaundise for the same, nor commyng to hys use [may nor can not]² charge the said William Lamberd by the lawe. And the said William ferder saith that the said Thomas never made the said William Tales [pryvy unto]² any bargayn that he made to or with the said Baptist Grylle for marchaundise, barteryng or in any oder maner. Without that that any thinge materiall and of substaunce in the said bille surmytted answerable is true oder than in this answeare is alledged. All which maters the said William is redy to prove as this courte shall awarde : and praieth

¹ A word is rubbed and quite illegible.

² Partly illegible from dirt.

to be dismyssed out of the same with his resonable costes and expences by hym susteyned and borne by force of this wrongfull sute and vexacion.

Eliot Rhodes. **This is the Replicacion of Baptist Grello to the Aunswere of Willyam Lamberd.**

The seid Baptist seyth that his seid byll is trewe certeyne and sufficyent and determynable in this courte and not at the comen lawe; and over that he seith in every thyng as he hath seid in his seid byll, and that every article therin conteyned is trewe; wherunto the seid Willyam hathe made noo sufficyent aunswere, but a crafty and a colorable aunswer and right untrewe, as it may clerely appere [by]¹ the same aunswere; wherefore the same Baptist prayeth that the seid Willyam Lambard may be compelled by this courte to paye to hym the seid clxiiijl. xvs. iiijd. All which maters the seid Baptist is redy to prove as this court will award and prayeth as he hath prayed in his seid bylle.

¹ Illegible.

52. ¹PALACE COURT PLEA ROLLS, 29 JULY 5 CHARLES I (1630).

[m. 35.]

Du Perch v. Phillippes.

Error.²

Memorandum quod alias, scilicet die Mercurii vicesimo nono die Julii ultimo preterito ³ coram prefato iudice Curie Virge, apud Southwarke predictam, in dicto comitatu Surreie, infra Virgam hospitii predicti (eodem hospitio apud Whitehall'am predictam in dicto comitatu Middelsexe adtunc existente) venit Johannes du Perch de hospitio dni Regis nunc non existens, per Franciscum Kemp attornatum suum et protulit hic in curia quandam billam suam versus Jacobum Phillippes de Bois Gaudry, nuper de Londonia armigerum, alias dictum Jacques Phillippes de Gaudry Escuer, Sieur des Bour[g] Gaudry, chevallier de la Nouviade, et pensioner de la Reigne d'Angleterre, de hospitio predicto similiter non existens, de placito debiti. Et sunt plegii de proseguendo Johannes Doo et Ricardus Roo. Cujus quidem bille tenor sequitur in hec verba :

Scilicet: Curia Virge hospitii domini Regis: scilicet: Johannes du Perch, per Franciscum Kemp attornatum suum, queritur versus Jacobum Phillippes de Bois Gaudry, nuper de Londonia armigerum, alias dictum Jacques Phillippes de Gaudry Escudier, Sieur des Bour-Gaudry, chevallier de la Nouviade, et pensioner de la Reigne d'Angleterre, de placito quod reddat ei quinquaginta et duas libras legalis monete Anglie quas ei debet et injuste detinet, etc., pro eo, videlicet quod cum predictus Jacobus decimo die Marcii anno Domini millesimo sexcentesimo vicesimo sexto apud Southwarke in comitatu Surreie infra Virgam et jurisdictionem hujus curie per quandam billam suam obligatoriam quam idem Johannes sigillo predicti Jacobi signatam hic in curia profert, cujus data est eisdem die et anno, cognovisset se debere eidem Johanni summam quatuor centum librarum Tournois de predictis quinquaginta et duabus libris solvendis eidem Johanni cum inde requisitus fuisset Et ad eandem solucionem bene et fideliter faciendam, predictus Jacobus obligasset se, executores et administratores suos per eandem billam Cujus quidem bille tenor sequitur in hec verba :

Scilicet: Je Jacques Phillippes de Gaudry escuier, Sieur des

¹ P.R.O., Palace Court 6/2. For the procedure of this court see Introduction, pp. xv and xlii sq., and above, Appendix XII. As to the official reference given here and for the sequel, see above, p. cxi, n. 6.

² 'Error' is written in a cursive hand. The reference is to the proceedings in the King's Bench that followed (p. 145).

³ The proceedings at the previous hearing of the case are here recited. See above, p. cix sq.

52. PALACE COURT PLEA ROLLS, 29 JULY 5 CHARLES I (1630).**Du Perch v. Phillippes.**

Error. Be it remembered that at another time, namely on Wednesday the twenty-ninth day of July last past, before the judge of the Court of the Verge, at Southwark aforesaid, in the said county of Surrey, within the Verge of the Household aforesaid (the same Household then being at Whitehall aforesaid, in the said county of Middlesex), came John du Perch, not being of the Household of the now lord King, by Francis Kemp, his attorney, and proffers here in the court a certain bill of his against James Phillippes de Bois Gaudry,¹ late of London, esquire, otherwise called Jacques Phillippes de Gaudry, esquire, lord of Bourg Gaudry, knight of la Nouviade,¹ and pensioner of the Queen of England, likewise not being of the Household aforesaid, in a plea of debt. And there are pledges of suing, John Doo and Richard Roo. The tenor of which writ indeed follows in these words :

To wit, Court of the Verge of the Household of the lord King :
to wit, John du Perch, by Francis Kemp, his attorney, complains against James Phillippes de Bois Gaudry, late of London, esquire, otherwise called Jacques Phillippes de Gaudry, esquire, lord of Bourg Gaudry, knight of la Nouviade, and pensioner of the Queen of England, in a plea that he render to him fifty and two pounds of lawful money of England which he owes to him and unjustly detains, etc. For that, namely, whereas the aforesaid James on the tenth day of March in the year of our Lord one thousand six hundred and twenty six, at Southwark in the county of Surrey, within the Verge and the jurisdiction of this court, by a certain obligatory bill of his, which the same John proffers here in court sealed with the seal of the said James, the date of which is on the same day and year, acknowledged that he owed to the same John the sum of four hundred pounds (of Tours) [part of] the aforesaid fifty and two pounds, to be paid to the same John when he should be requested to do so. And the aforesaid James bound himself, his executors and administrators by the same bill, to make payment of the same bill well and faithfully. Of which bill, indeed, the tenor follows in these words :

I. James Phillippes de Gaudry, esquire, lord of Bourg Gaudry,

¹ See S.P. Dom. Charles I, 1629-1634 (index).

Bourgaudry, chevalier de la Nouviade et pensonier de la Reigne d'Angleterre, de present estant en ceste cite de Londres, cogney et confesse, par ces presentes, devuoier bien et loyaulment au sieur Jehan du Perch, marchand, demourant au dict Londres, la somme de quatre cents livres Tournois ; et se pour pareille somme que la dicte Jehan du Perch m'a preste en deners comptes et nombrez. Et J'ay receu de luy a tout mon contentement, renoncant sur ce a l'exception de pecune non nombre et non avoir eu et receu, et a toute aultre exception de deception quelconque, laquelle dite somme de quatre cents livres Tournoys, je le dict Jacques Phillippes de Gaudry prometts par ces presents payer et rendre, ou fayre payer et rendre, au dict Jehan du Perch ses heirs, executeurs administrateurs ou comis a au ¹ ou a leurs plasier et volonte, par tout delay ; pour la quel payement bien et fidellement fayre, j'ay oblige, et oblige, par cestes ma personne, executeurs,² administrateurs et biens, meubles et immeubles, present et a venier.

En tesmoiny de verite que le dict Jacques Phillippes ay signe et sealle la presente de main propre en presences du notare et tesmoins douditz scripts, le dixiesme jour du mois de Mars, l'an de grace mil six cents vingt six, stile d'Angleterre.

Et idem Johannes in facto dicit quod predictae quatuor centum libre Tournois, monete Francie, die confectionis bille predictae et die levacionis querele predicti Johannis, scilicet decimo septimo die Julii anno regni domini Caroli nunc Regis Anglie quinto, ac semper postea, se extendebant et adhuc extendunt ad summam quadraginta librarum legalis monete Anglie de predictis quinquaginta et duabus libris ac eciam cum predictus Jacobus postea scilicet tercio decimo die Marcii anno Domini Millesimo Sexcentesimo vicesimo septimo, apud Southwarke predictam, in dicto comitatu Surreie, infra Virgam et jurisdictionem hujus curie emisset de eodem Johanne octo virgatas ³ nigri serici vocatis 'blacke plush' pro duodecim libris de predictis quinquaginta et duabus libris, persolvendis eidem Johanni cum inde requisitus fuisset, predictus tamen Jacobus licet sepius requisitus, predictas quinquaginta et duas libras eidem Johanni nondum reddidit, set illas ei hucusque solvere contradixit, et adhuc contradicit ; unde dicit quod deterioratus est et dampnum habet ad valenciam decem librarum : et inde producit sectam, etc. Cum hoc, quod idem Johannes verificare vult quod nec ipse nec predictus Jacobus, nec eorum alter, tempore

¹ Apparently for 'eux.'

² There is a large bot-hole in the membrane extending downwards for four lines, but this was there before the writing was made.

³ Sic for 'virgas.'

knight of la Nouviade, and pensioner of the Queen of England, at present being in this city of London, acknowledge and confess, by these presents, that I well and lawfully owe to the Sieur John du Perch, merchant, dwelling in the said London, the sum of four hundred pounds of Tours, and this for a like sum which the said John du Perch has lent to me in moneys counted and numbered. And I have received from him to my full contentment, renouncing hereupon the exception of money not numbered and not had and received and all other exception of deception whatsoever ; the which said sum of four hundred pounds of Tours, I the said James Phillippes de Gaudry promise by these presents to pay and render, or to cause to be paid and rendered, to the said John du Perch, his heirs, executors, administrators or assigns, to them or at their pleasure and will, setting aside all delay ; for which payment to be well and faithfully made, I have bound, and do bind, by these [presents], my person, executors, administrators, and [my] goods, movable and immovable, present and to come.

In witness of the truth, that I the said James Phillippes have signed and sealed the present [bill] with my own hand in the presence of the notary and witnesses of the said writings, the tenth day of the month of March, in the year of Grace one thousand six hundred twenty-six, of the style of England.¹

And the same John in fact says that the aforesaid four hundred pounds of Tours, money of France, on the day of the execution of the bill aforesaid and on the day of the levying of the plea of the aforesaid John, namely on the seventeenth day of July in the fifth year of the reign of the lord King Charles, now King of England, and ever after amounted and still amounts to the sum of forty pounds of lawful money of England out of the aforesaid fifty and two pounds. And also whereas the aforesaid James afterwards, namely on the thirteenth day of March in the year of our Lord one thousand six hundred and twenty-seven, at Southwarke aforesaid, in the said county of Surrey, within the Verge and the jurisdiction of this court, did buy of the same John eight yards of black silk, called ' blacke plush,' for twelve pounds of the aforesaid fifty and two pounds to be paid to the same John, when he should be requested to do so ; the aforesaid James, however, though often requested has not yet rendered the aforesaid fifty and two pounds to the same John, but up to now has refused to pay them to him, and yet refuses : whereupon he says that he is the worse and has loss to the value of ten pounds : and thereof he produces suit, etc. And this withal : that the same John is willing to aver that neither himself, nor the aforesaid James, nor either of them at the time of the

¹ *i.e.* Stilus Anglicanus or ' Old Style.'

levacionis querele ipsius Johannis fuit nec adhuc existit de hospitio dicti domini Regis nunc, etc.

Et modo hic ad hunc diem Veneris sextum diem Novembris supradictum usque quem diem predictus Jacobus habuit licenciam ad billam querele predictam interloquendi et tunc ad respondendum, etc., coram prefato iudice curie virge predictae venerunt tam predictus Johannes, per attornatum suum predictum quam predictus Jacobus, per Henricum Denington attornatum suum. Et idem Jacobus defendit vim et injuriam quando, etc. Et quo ad predictus quadraginta libras de predictis quinquaginta et duabus libris quas predictus Johannes, virtute bille obligatorie predictae superius, exigit versus eum, idem Jacobus dicit quod ipse de eisdem quadraginta libris virtute bille illius onerari non debet; quia dicit quod billa illa non est factum suum. Et de hoc ponit se super patriam et predictus Johannes inde similiter. Et quo ad predictas duodecim libras de predictis quinquaginta et duabus libris residu[is], quas predictus Johannes de eodem Jacobo virtute empcionis predictae superius exigit, idem Jacobus dicit quod ipse non debet prefato Johanni, easdem duodecim libras nec aliquem denarium inde, in forma qua idem Johannes superius versus eum inde naravit. Et de hoc similiter ponit se super patriam, et predictus Johannes inde similiter. Et quoad triandum separales exitus predictos superius junctos levetur inde jurata coram prefato iudice curie virge predictae ad proximam curiam Virge predictae apud Southwarke predictam, in dicto comitatu Surreie, infra virgam et jurisdictionem hujus curie die Veneris tertiodecimo die Novembris proximo sequente tenendam, per quos, etc. Et qui nec, etc., ad recognitionem, etc., quia tam, etc. Idem dies datus est partibus predictis ibidem, etc.

Postea continuato processu inter partes predictas de eodem placito pro jurata posita inde inter eos in respectum coram prefato iudice curie virge predictae, hic, scilicet apud Southwarke predictam, in dicto comitatu Surreie, infra Virgam et jurisdictionem hujus curie usque diem Veneris vicesimum septimum diem Novembris tunc proximo sequentem.

Ad quem diem, scilicet ad curiam Virge predictae, coram prefato iudice curie Virge predictae apud Southwarke predictam in dicto comitatu Surreie infra Virgam hospitii predictam, die Veneris predicto vicesimo septimo die Novembris, anno quinto supradicto tente (eodem hospitio apud Whitehallam predictam in dicto comitatu Middelsexe adtunc existente) venerunt tam predictus Johannes quam predictus Jacobus per attornatos suos predictos, et juratores jure illius exacti similiter venerunt, qui ad veritatem de premissis dicendam electi,

levying of the plea of him John, was nor yet is of the Household of the said now lord King, etc.

And now here, at this day of Friday the sixth day of November aforesaid (until which day the aforesaid James had leave to imparl the aforesaid bill of complaint and then to make answer, etc. before the aforesaid judge of the Court of the Verge aforesaid,) came as well the aforesaid John, by his attorney aforesaid, as the aforesaid James, by Henry Denington, his attorney. And the same James defends force and injury when, etc. And as to the aforesaid forty pounds of the aforesaid fifty and two pounds, which the aforesaid John by virtue of the obligatory bill aforesaid exacts against him as above, the same James says that he himself ought not to be charged with the same forty pounds by virtue of that bill; because he says that that bill is not his deed. And of this he puts himself on the country, and the aforesaid John thereof likewise. And as to the aforesaid twelve pounds, the residue of the aforesaid fifty and two pounds which the aforesaid John exacts above from the same James, by virtue of the purchase aforesaid, the same James says that he himself does not owe to the before-named John the same twelve pounds nor any penny thereof in the form in which the same John above counted against him. And of this he likewise puts himself on the country, and the aforesaid John thereof likewise. And as to trying the several issues aforesaid, joined above, let an inquisition hereof be levied before the aforesaid judge of the Court of the Verge aforesaid at the next Court of the Verge aforesaid to be held at Southwark aforesaid in the said county of Surrey, within the Verge and the jurisdiction of this court, on Friday the thirteenth day of November next following, by whom, etc.; and who neither, etc., for recognition, etc.; because as well, etc. The same day is given to the parties aforesaid there, etc.

Afterwards, process was continued between the parties aforesaid concerning the same plea, by reason of the jury thereof between them having been placed in respite before the before-named judge of the Court of the Verge aforesaid, here, that is to say at Southwark aforesaid, in the said county of Surrey, within the Verge and the jurisdiction of this court until Friday the twenty-seventh day of November then next following.

At which day, namely at the Court of the Verge aforesaid, before the before-named judge of the Court of the Verge aforesaid held at Southwark aforesaid in the said county of Surrey, within the Verge of the Household aforesaid, on Friday the aforesaid twenty-seventh day of November in the fifth year aforesaid (the same Household then being at Whitehall aforesaid in the said county of Middlesex), came as well the aforesaid John as the aforesaid James, by their attorneys

triatum et juratum, quoad predictum primum exitum superius junctum dicunt, super sacramentum suum, quod predicta billa obligatoria est factum predicti Jacobi.

Et quoad predictum secundum exitum superius, similiter junctum, iidem juratores dicunt, super sacramentum suum predictum quod predictus Jacobus debet prefato Johanni predictas duodecim libras in forma qua idem Johannes superius versus eum inde narravit et affidavit. Dampna ipsius Johannis occasione debendi debiti predicti, ultra misa et custagia sua per ipsum circa sectam in hac parte appensa, ad unum denarium. Et pro misis et custagiis illis ad duodecim denarios.

Ideo consideratum est quod predictus Johannes recuparet versus prefatum Jacobum debitum suum predictum et dampna sua predicta ad tresdecim denarios quos juratores predicti in forma predicta assess[averunt]; necnon octoginta solidos eidem Johanni ad requisitionem suam pro misis et custagiis suis predictis per Curiam hic de incremento adjudicatis. Que quidem dampna in toto se attingunt ad octoginta unum solidos et unum denarium. Et predictus Jacobus, eo quod dedixit factum suum proprium, carciatur, etc.

¹Postea, scilicet in Crastino Animarum anno regni dicti domini Regis nunc septimo, recordum et processus loquele predicte, cum omnibus ea tangentibus, virtute cujusdam brevis dicti domini Regis *de errore corrigendo*, cujus data est apud Westmonasterium, xix^o die Octobris, anno septimo supradicto, judici curie hic directo, prefatum defendentem tangente, coram dicto domino Rege ubicunque, etc., mittuntur.²

(m. 1.) ³PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO SANCTI HILLARII ANNO REGNI REGIS CAROLI OCTAVO. (1632.)

(m. 1103.) **Adhuc de Termino Sancti Hillarii. Richardson.**

Dominus Rex mandavit judici curie Virge hospicii sui sive ejus deputato, breve suum clausum in hec verba :

Carolus Dei gracia [Anglie] Scocie Francie et Hibernie Rex, fidei defensor, etc., judici curie Virge hospitii nostri, sive ejus deputato, salutem. Quia in recordo et processu, ac eciam in reddicione judicii loquele que fuit coram nobis in curia Virge hospitii nostri predicte, sine

¹ In a later hand.

² See following case.

³ Coram Rege Roll 1596.

aforesaid, and the jurors exacted by right thereof likewise came, who elected, tried and sworn to speak the truth concerning the premises, as to the first issue joined above they say, on their oath, that the aforesaid obligatory bill is the deed of the aforesaid James.

And as to the aforesaid second issue, likewise joined above, the same jurors say, upon their oath aforesaid, that the aforesaid James owes to the aforesaid John the aforesaid twelve pounds, in the form in which the same John counted above and affirmed against him. The damages of him, John, by occasion of the owing of the debt aforesaid, besides his disbursements and costs by him incurred about the suit on this part, at one penny. And for those disbursements and costs at twelve pence.

Therefore it is awarded that the aforesaid John should recover against the aforesaid James his debt aforesaid and his damages aforesaid at thirteen pence which the jurors aforesaid have assessed in the form aforesaid, besides eighty shillings adjudged to the same John at his request for his disbursements and costs aforesaid by the court here by way of increment. Which damages indeed amount in all to eighty-one shillings and one penny. And the aforesaid James for that he denied his own deed shall be imprisoned, etc.

Afterwards, namely on the morrow of [All] Souls in the seventh year of the reign of the now lord King, the record and process of the plea aforesaid, with all things touching them, are sent before the said lord King wheresoever, etc., by virtue of a certain writ of the said lord King 'for error to be corrected,' the date of which is at Westminster the 19th day of October in the seventh year aforesaid directed to the judge of the court here touching the before-named defendant.

PLEAS BEFORE OUR LORD THE KING AT WESTMINSTER OF THE
TERM OF S. HILARY IN THE EIGHTH YEAR OF THE REIGN OF
KING CHARLES. (1632.)

Yet of the Term of S. Hilary. Richardson.

The lord King sent to the judge of the Court of the Verge of his Household, or to his deputy, his writ close in these words :

Charles by the grace of God King of England Scotland France and Ireland, Defender of the Faith, etc., to the judge of the Court of the Verge of our Household or to his deputy, greeting. Because in the record and process and also in the rendering of judgment in a plea which was before us in the Court of the Verge of our Household

brevi nostro, secundum consuetudinem ejusdem curie, inter Johannem du Perch et Jacobum Phillipps de BoisGaudrye, de Londonia, armigerum, de debito quinquagintarum duarum librarum quas idem Johannes a prefato Jacobo exigit, ut dicitur, error intervenit manifestus, ad grave dampnum ipsius Jacobi, sicut ex querela sua accepimus. Nos errorem, si quis fuerit, modo debito corrigi, et partibus predictis plenam et celerem justiciam fieri, volentes, in hac parte, mandamus quod, si judicium inde redditum sit, tunc recordum et processum loquele predicte cum omnibus ea tangentibus nobis sub sigillo vestro distincte et aperte mittatis, et hoc breve. Ita quod ea habeamus in Crastino Animarum ubicunque tunc fuerimus in Anglia; ut inspectis recordo et processu predictis, et ulterius inde pro errore illo corrigendo, fieri faciamus quod de jure et secundum legem et consuetudinem regni nostri Anglie fuerit faciendum. Teste me ipso, apud Westmonasterium, xix^o die Octobris, anno regni nostri septimo.

Recordum et Processus de quibus in brevi predicto fit mencio sequitur in hec verba :

Postea scilicet die¹ mercurii proxima post viij^{am} sancti Hillarii coram domino Rege, etc., ad Westmonasterium venit Jacobus Phillippes in propria persona sua et reddidit se prisone domini Regis occasione judicii predicti; qui committitur marescallo, etc.

Et statim dicit quod in recordo et processu predicto ac eciam in reddicione judicii predicti manifeste est erratum in hoc videlicet quod ubi per recordum predictum manifeste apparet quod nec predictus Johannes, in placito predicto querens, nec predictus Jacobus fuerunt, seu eorum alter tempore levacionis querele predicte fuit, de hospitio domini Regis.

Ac eciam ubi per statutum de Articulis Super Cartas² inter alia ordinatum est quod senescallus hospicii domini Regis non capiat nec habeat cognitionem alicujus placiti transgressionis, transgressionis super casum, sive debiti inter aliquas personas nisi inter personas de hospitio domini Regis tantum. Et predictus Jacobus dicit quod nec

¹ *diem* in roll, which reads further 'xviij^{am}' for viij^{am}.

² Stat. 28 Edw. I, c. 12. These 'articles,' in connexion with the liberties announced in Magna Carta, were being noted by the common lawyers of this period as constitutional precedents. The later Ordinance of 5 Edw. II, c. 26, not only limited the jurisdiction of the Household Court, but provided for appeals therefrom (in Error) to the King's Bench.

aforesaid, without our writ, according to the custom of the same court, between John du Perch and James Phillipps de Bois Gaudry of London Esquire concerning a debt of fifty-two pounds which the same John exacts from the before-mentioned James, as it is said, manifest error has been introduced, to the grave loss of him, James, as we have gathered from his complaint : we, willing that error, if it is found, may be corrected and full and speedy justice done to the parties aforesaid, command you that if judgment has been rendered for these matters, then you shall send to us under your seal, distinctly and openly, the record and process of the aforesaid plea with all things touching them and this writ. So that we may have them on the Morrow of [All] Souls where-soever we shall then be in England ; in order that after inspecting the record and process aforesaid, and further for correcting that error, we may do what of right and according to the law and custom of our realm of England should be done therein. Witness myself at Westminster, the 19th day of October in the seventh year of our reign.

The [tenor of the] Record and Process of which mention is made in the writ aforesaid follows in these words : ¹

.

Afterwards, namely on Wednesday next after the Octaves of S. Hilary, before the lord King, etc., at Westminster, came James Phillippes in his own proper person and surrenders himself to the prison of the lord King by occasion of the judgment aforesaid ; who is committed to the Marshal, etc.

And forthwith he says that in the record and process aforesaid, and also in the rendering of the judgment aforesaid, error has manifestly been made in this, namely, that where by the record aforesaid it manifestly appears that neither the aforesaid John, plaintiff in the plea aforesaid, nor the aforesaid James or either of them, was at the time of the raising of the plea aforesaid of the Household of the lord King.

And also where by the Statute of Articles upon the Charters among other things it is ordained that the Steward of the Household of the lord King shall not take nor have cognizance of any plea of trespass, of trespass on the case nor of debt between any persons, unless between persons of the Household of the lord King only. And the aforesaid

¹ Inrolment of the transcript of the proceedings printed above from the Palace Court Plea Roll, No. 2, m. 35, follows here. Presumably the subsidiary documents that accompanied the transcript and writ (with the return indorsed) would have been the original and judicial writs issued in connexion with the suit and the jury panels, but copies of accounts or other exhibits in the case would probably have been filed elsewhere. Cf. H. Hall, *Formula Book*, Part II, pp. 213 sq. (Camb. Press, 1909).

predictus Johannes nec predictus Mauricius¹ fuerunt nec eorum alter fuit tempore levacionis querele predictæ² de hospitio domini Regis.³

Erratum est in hoc quod ubi per recordum predictum apparet quod iudicium predictum redditum fuit pro prefato Johanne, idem tamen iudicium per legem terre hujus regni Anglie reddi debuisset pro prefato Jacobo versus predictum Johannem; ideo que in eo manifeste est erratum.

Et hoc idem Jacobus paratus est verificare per recorda predicta prout curia, etc.

¹ Sic, for 'Jacobus.'

² 'fuit' is repeated after 'predictæ' in the roll.

³ In the S.P. Dom., Charles I, 1629-1634 (*cf.* ccxviii, 20), the 'Chevalier de Boisgaudry' appears as an informer against the Queen and his own father-in-law; as pawning his wife's jewels; and as a needy prisoner in the Marshalsea with a large practice among credulous sufferers from the King's evil; matters inquired of by the Secretaries of State.

James says that neither the aforesaid John nor the aforesaid Maurice, nor either of them, was at the time of the raising of the plea aforesaid of the Household of the lord King.

Error has been made in this : that where by the record aforesaid it appears that the judgment aforesaid was rendered 'for the before-named John,' the same judgment, however, by the law of the land of this realm of England should have been rendered 'for the before-named James against the aforesaid John ' ; and therefore in that error was manifestly made.

And this the same James is ready to aver by the records aforesaid as the court, etc.

APPENDIX OF RELATED DOCUMENTS SUBSIDIARY TO THE PLEADINGS.¹

APPENDIX I.

² TEXT OF THE ROYAL CHARTER GRANTED TO THE MERCHANTS OF YPRES, 23 DEC. 1261.

Whereas the King lately granted to the burgesses and merchants of the town of Ypres, coming to England with things and merchandise to trade, safe conduct by land or sea, and paying due and right customs, provided that merchants of other countries did not avail themselves of their privilege: the grantees not to be impeded either by forfeiture of their goods, etc., by reason of any past or future state of warfare, nor by any dispute between English and foreign merchants; and they are not to be distrained for debts in respect of which they are not debtors or chief pledges, and, in case of dispute, to stand their trial before the justices for those parts:

The King now ratifies the above grant, and grants further that the aforesaid merchants shall not forfeit goods for the defaults of their servants, subject to proof of ownership; nor lose their goods at death, whether testate or intestate, these being recoverable by the heirs on notice to the lord of the franchise and due proof. Dated Paris, 23 December.

APPENDIX II.

AWARD OF THE ARBITRATORS IN THE MATTER OF THE DISPUTED ACCOUNTS IN THE CASE OF GETTUS HONESTI *v.* PELEGRIN OF CHARTRES. 19-21 EDWARD I.³

The arbitrators say, pronouncing their true and faithful decision, that they find Pelegrin in arrears with his account due to Gettus, according to the books of Pelegrin himself, in the sum of 174*l.* 12*s.* 10*d.* sterling. And they say that

¹ For an Appendix of unrelated documents referred to in the Introduction, see above, pp. lxxvii-cxvi.

² Inrolled in *Coram Rege* Roll 64, m. 33d, from the original charter brought over for production in evidence (see Introduction, p. xiv, and *Cal. Charter Rolls*, iii, 78, 202). This summary version will illustrate the requirements of traders referred to above (pp. 32-33).

³ *Exchequer Plea* Roll 17, m. 48, and see above, pp. 55-62. The opening clauses of this report are given on pp. 61-62 of the text to show the form and style of such accounts, and the whole account is briefly summarized in this Appendix.

Pelegrin is still in arrears with profits gained in the parts of Ireland for the sum of 233*l.* 6*s.* 8*d.*, with which Pelegrin has never charged himself in his account. Also they all say as to the contract lately made in England between the Duke of Brabant and Pelegrin for a yearly rent of 300*l.* of Tours (which Pelegrin obtained from the same Duke for the term of Pelegrin's life and one year following in consideration of 4000 marcs sterling which he paid to the Duke out of his own moneys, which he had from his brother who lately died in England) that Gettus ought to have this rent, if he wishes, at the same price of 4000 marcs sterling.

They say further that the sum of 100*l.* only is to be allowed for the claim of Gettus for his expenses in coming to England from his own country to have this account audited and for his damages by delay. As to the sum of 410 marcs claimed by Gettus, which Pelegrin ought to have received from James Bundos, they say that Gettus is to take nothing, because the said James, in default of observing a contract with Pelegrin, submitted himself to Pelegrin who took from him these 410 marcs to his own use : and they say that this profit does not arise from chattels or gain of merchants, but rather from rapine (' *sed pocius ex rapina* ').

Whereas Gettus claims from Pelegrin 339*l.* 9*s.* of small money of Lucca and 6*l.* 8*s.* of small black money of Tours, worth in sterlings 36 marcs, Pelegrin ought to be charged with the same, because (' *we say* ') Gettus paid these moneys to Pelegrin's brothers by the will and assent of Pelegrin himself.

As to the claim for 9*l.* 19*s.* 1*d.* sterling which Pelegrin should have received from Nicholas of Bransebek, they say that Pelegrin ought to be charged, because Nicholas was servant to Gettus and delivered the said money to Pelegrin as of money given by Gettus.

And so the total sum charged to Pelegrin by the auditors is 541*l.* 18*s.* 5*d.*, besides the above rent due yearly to Pelegrin by the Duke of Brabant and which Gettus before the Barons and Justices allowed to rank for 400*m.*; which subtracted from the above sum leaves 275*l.* 5*s.* 1*d.* due to Gettus from Pelegrin.¹

Afterwards on the Saturday next before the Feast of Ascension, 21 Edward I, Gettus asks before the Barons for Pelegrin's release on bail till the morrow of Trinity next, in order that, through common friends, an arrangement may be made between them in the matter. Two sureties are found for Pelegrin himself and the rest of his fellowship of Lucca, so that he is before the Barons on the above day in the same state as now. And Gettus, asked if he consents, in the full Exchequer grants and consents that Pelegrin be released on the bail aforesaid. And so Pelegrin was released till the above day, when the parties came, and Gettus, asked if Pelegrin has satisfied him of the aforesaid debt, or if they are agreed, says that Pelegrin has not satisfied him either by payment or by agreement. Therefore he is remitted to prison as before. After, at the Quindisme of Michaelmas, 21 Edward I, came the King's writ directed to the Treasurer and Barons for Pelegrin to be delivered from prison

¹ The judgment of the court follows immediately on the pronouncement of this award ; see above, p. 62, l. 10.

until the King's coming next to London, by virtue whereof Pelegrin found bail by 11 pledges to be before the King from day to day whenever he should be called, at the King's will, as above. The bail to answer for the debt.

After, at the Quindisme of S. Martin, came Pelegrin, who in no way gave satisfaction to Gettus. Therefore he is remitted to the Fleet prison. After, on the 19th day of June, 22 Edward I, the King's writ under his Privy Seal, dated 18 June, was directed to the Treasurer of the Exchequer directing him to deliver the body of Pelcgrin of Chartres to John Duke of Brabant, to be taken with him to his own country of Brabant. For the same Duke has promised that if, when he is come to his own country, a friendly agreement can be made between the two, that concord or peace may well stand; but if not, the Duke will cause the body of Pelegrin to be returned to its present position. By virtue of which writ the body of Pelegrin was conveyed and delivered to the said Duke in the form aforesaid.

APPENDIX III.

¹ DOCUMENTS CONNECTED WITH THE INTESTACY OF THE FACTOR OF AN ENGLISH MERCHANT IN BORDEAUX.

Letter, dated Feast of the Purification 1319, from the Mayor and Community of the city of Waterford in Ireland to the Seneschal of Gascony, the Constable of Bordeaux and their lieutenants of the King of England and Duke of Aquitaine on the complaint of Thomas Mustard burgess of Bristol that a merchant, his hired servant ('valettus') named Walter atte Rode, died intestate at Bordeaux in the Feast of S. Bartholomew; whereby the goods of Thomas Mustard which were in his power and custody need to be identified as those brought by him from Clonmel in Ireland, namely 15 great sacks of wool each containing 42 stone as weighed for custom by the King's beam, being instructed as is usual by his master, Thomas Mustard, the true lord of the said goods, to sell the same at Bordeaux, and to buy there wines and other merchandise for the profit of his master, and to return with the same to Waterford. And these commands Walter strove to carry out, as the writers are credibly informed, to the utmost of his power until his death; and the goods so entrusted to him by his master are worth, in wool and money, 100*l.* sterling for which he had not yet rendered an account, and the writers understand that the same have been arrested and held by the powers aforesaid: wherefore their Magnificences are entreated for the love of justice to restore the same to Thomas Mustard, having been identified and registered as his property in the King's rolls. Taking such measures herein that the matter has not to be brought to the knowledge of the King.

Certificate, dated the Feast of S. Martin 1320, of John Hoquert constable of Bordeaux and Guitard keeper of the seals for contracts at Bordeaux that they have seen and inspected the inquest made upon certain goods

¹ Exchequer Plea Roll 43, m. 15. See above, pp. 93-96.

claimed by Thomas Mustard and duly executed. The purport of which inquest follows :

Inquest made by William de Edna and John de Harieta, clerks, by order of the lieutenants of the Seneschal of Aquitaine and Constable of Bordeaux concerning the goods of Thomas Mustard, burgess of Bristol, with the interrogatories administered to and depositions of the witnesses examined in that matter, namely :

Stephen Willy, burgess of Waterford, sworn as a witness and diligently interrogated as to what he knew of the goods in custody of the deceased and of him and his business, and how, says that, as a Waterford man, he had heard from many that the deceased was of the household, livery, and family of Thomas Mustard, and that he dwelt with him as his servant till the time of his death. As to the goods, he had heard from the deceased how he had come hither to sell his master's wool and with the proceeds buy wine to be shipped to Waterford, and that the deceased had given 60 gold florins to certain burgesses of Bordeaux as earnest money ('in erris'¹), and had sold a pack-horse for three tuns and one rundlet of wine, and that he held the whole amount ('cabale') in his custody from his master Thomas Mustard and from none other ; and this like the rest he states on oath as an eye-witness and not for prayer or price, nor for love or hate, but as the very truth.

Another burgess of Waterford knew the deceased three years ago as Thomas Mustard's servant and was present when his master engaged him, but could not remember his wages. He was present when the wool was put in charge of the deceased in Ireland and heard instructions given for its disposal as above, and 'he who speaks' heard for a year past from the deceased that he held his whole stock from his said master.

Three other merchants, Bristol burgesses, depose to the same effect, noting particularly matters of local interest, as the engagement of the deceased to serve for food, clothing and shoes, according to the custom in those parts. And in witness of the due performance of this inquest, the clerks above named have made a copy thereof at the request of Thomas Mustard and to it have affixed their seals. Dated 31 Dec. 1320.

APPENDIX IV.

²PROCESS FOR RECOVERY OF DEBTS IN THE FAIR COURT OF THE ABBOT OF WESTMINSTER.

The King's writ, dated at Shene 10 Dec. 14 Edward II, to the Treasurer and Barons of the Exchequer³ showed that by his Letters Patent, dated 28 Feb. 13 Edw. II, the King granted safe conduct to the merchants of Brabant⁴ with their merchandise in England, paying rightful customs, so

¹ For 'arris' or 'arrhis,' see above, p. liv.

² Supplementing the pleadings from Exchequer Plea Roll 43, m. 15 (14 Edward II), in the case of Thomas Prior v. Thomas Seman and the Abbot of Westminster printed above, pp. 93-96.

³ Entered in the Exchequer Memoranda Roll (L.T.R.), *Communia (Brevia)*, for the date.

⁴ The Duke of Brabant was the King's nephew.

that they should not be distrained anywhere for debts in respect of which they were not the chief debtors or sureties; and afterwards, at the suggestion of four of the merchants aforesaid and their fellows that Thomas Seman, bailiff of the Abbot of Westminster's fair, took cloths and other goods to the value of 500*l.* in the last fair at the suit of John Prior of London, merchant, for a debt owed by John late Duke of Brabant, for which the said merchants are not sureties, their goods have been arrested and detained contrary to the tenor of the said Letters Patent, although the said bailiff was often ordered to deliver the same; on account of which default the King has ordered the sheriff of Middlesex to enter the liberty of the Abbot of Westminster and by the oath of merchants and other proven men of the liberty and elsewhere to inquire diligently what goods were so arrested and to release and restore the same; and the sheriff replied that he has accordingly delivered to those merchants 72 cloths of Louvain and 2 sarplers of wool arrested by the late bailiff, Thomas Seman, and now in the custody of the present bailiff, John Swavesye, which were found within the close of the said Abbot; and that Swavesye before the sheriff and credible witnesses acknowledged that Thomas, late bailiff, had arrested 27 cloths of Louvain which the aforesaid merchants assert are missing from the goods aforesaid taken by virtue of the King's writ in execution of judgment before him in the fair court of the Abbot, in the fair aforesaid, in the cause between John Prior and certain merchants for a debt of 76*l.* 7*s.* 5*d.*,—which cloths could not now be produced by Thomas the bailiff.

The King, having heard that John Prior could not obtain judgment on this occasion against the merchants aforesaid, and wishing to obviate such malice and to provide a suitable remedy herein, commands the sheriff that, having called before him Thomas the bailiff, and having heard the reasons of the merchants and of the said Thomas therein, he shall cause justice to be done to those merchants and Thomas to be punished according to the nature and magnitude of the offence in pursuance of the mandate directed to the sheriff for hearing and determining the complaints of all and singular wishing to complain of and prosecute, as well for themselves as for the Crown, the sheriffs and their clerks or the bailiffs and ministers of liberties in Middlesex, for any losses, injuries, and grievances to them done by sheriffs or their officers aforesaid.

And if perchance the said Thomas is not able to satisfy the King for this contempt and the merchants for their cloths and damages arising from their arrest and detention, then calling before them the aforesaid Abbot his lord, the Barons shall compel him to satisfy both the King and the merchants in the premises, as may be just.

By virtue of which writ the sheriff of Middlesex was ordered to cause Thomas Seman to come and answer the merchants in the premises. Thomas did not appear and the sheriff was ordered to have his body in 15 days of Hilary to answer, etc., and mainprise was taken. Thomas did not appear and therefore his body to be had in 8 days of the Purification. This writ was returned by the sheriff notifying that return had been made by the bailiff of the Abbot's liberty that Thomas was bailed in land and chattels worth 5*s.* And because the mainprise seemed to the Barons to be insufficient, the sheriff was enjoined

to distrain Thomas and to have his body on the morrow of Ember Day to answer, etc., whereupon distraint was made for half a marc. And because from these returns it seemed to the Barons that Thomas was lacking in substance, having no goods or chattels by which he could be justiced into coming here to answer the said merchants in person, the sheriff is ordered to distrain on his lands and chattels and to have his body here in three weeks of Easter and to distrain his lord the Abbot to appear also.¹

.

On which day (the morrow of S. Nicholas) the merchants come and Thomas Seman by William de Esthale, his attorney; and the sheriff of Shropshire returns a panel of jurors and also returns that Thomas Seman's witnesses have been bailed (except one who is dead and another who has no goods). And the sheriff of Worcester returns that two witnesses are not found and have no goods. Therefore let a jury be taken elsewhere without expecting their presence; and this jury was respited, for default of witnesses, to the Octaves of Hilary, the sheriff of Shropshire to distrain the jurors and witnesses for the Octaves of Hilary in order to certify the Barons, etc.

The parties come at Hilary, by their attorneys, and the jury is respited till the Quindisme of Easter for default of jurors and witnesses (unless R. Beler² or other baron come to those parts before). The parties come at Easter, by their attorneys, and the jury is respited. Therefore let a jury be taken elsewhere without expecting their presence, but to proceed.³

.

Pateat universis per presentes quod nos Henricus Mais, Franco de Colonia, Willelmus de Herynt, Nicholaus de Uterne et socii nostri,⁴ mercatores de terra Ducis Brabancie, remisimus, relaxavimus et omnino pro nobis et heredibus et executoribus nostris imperpetuum quietum clamavimus Thome Seman de Westmonasterio omnimoda actiones, debita, transgressiones, querelas et demandas, si que vel quas hujusmodi, a principio mundi usque ad diem confectionis presencium. Ita quod nec nos Henricus, Franco, Willelmus et Nicholaus, nec socii nostri de terra Ducis Brabancie, nec heredes nostri, nec aliquis nomine nostro erga predictum Thomam, heredes aut executores suos, aliquid juris vel clamii in actionibus, debitis, transgressionibus, querelis et demandis supradictis decetero exigere aut vindicare poterimus in futurum, sed ratione premissorum per has literas presentes simus imperpetuum exclusi. In cujus testimonium huic litere acquietacionis sigilla nostra apposuimus. Hiis testibus, Simone Dod de Burgenorth, Henrico filio Galfrido de eadem, Ricardo Roberd de eadem, Ricardo Wodereve de

¹ The pleadings are opened, at last, and their course from S. Martin to S. Nicholas 17 Edward I may be seen in the text (above, pp. 91-92). The release alleged by the defendant and printed in this Appendix was the subject of decisive pleading in the text (above, p. 92).

² Roger Beler (1322-1326).

³ Process is continued in the text (above, p. 92) from Michaelmas to Hilary, when the dramatic production of another writ by the Abbot, in his own favour, entirely altered the aspect of the case. The substance of this writ is also given below (p. 154).

⁴ Written over a word expunged (? sui).

Be it manifest to all men by the presents that we, Henry Mais, Franco of Cologne, William de Herynt, Nicholas of Uterne, and our fellows, merchants of the land of the Duke of Brabant, have remitted, released and altogether for us and our heirs and our executors have for ever quitclaimed to Thomas Seman of Westminster all manner of actions, debts, trespasses, quarrels and demands whatsoever of this sort, from the beginning of the world to the day of the completion of the presents. So that neither we, Henry, Franco, William and Nicholas, nor our fellows of the land of the Duke of Brabant, nor our heirs, nor any one in our name shall be able in future to exact or claim any further right or claim in actions, debts, trespasses, quarrels, and demands aforesaid against the aforesaid Thomas his heirs or executors, but by reason of the premises by these present letters shall be for ever excluded. In witness whereof we have affixed our seals to this letter of acquittance. These being witnesses: Simon Dod of Bridgenorth, Henry fitz Geoffrey of the same, Richard Robert of the same, Richard [the] Woodreeve

eadem, Ricardo atte Hulle de eadem, Henrico Gillerous de Arlee de comitatu Wygorn' Willelmo de Cantire de eadem, et aliis.

Data apud Brugenorth' in comitatu Salop', quarto die Junii, anno regni Regis Edwardi filii Regis Edwardi xvj^o.¹

.

² The King's writ, dated at Porchester 24 Sept. 18 Edward II, to the Treasurer and Barons of his Exchequer intimating that lately, at the prosecution of Henry Mays, and others and their fellows, merchants of the land of Brabant, suggesting that Thomas Seman, late bailiff of the liberty of the Abbot of Westminster for the fair of Westminster, arrested and detained cloths and other goods of those merchants in the fair of Westminster, to the value of 500*l.*, at the suit of John Prior of London merchant for a debt of the late Duke of Brabant, for which those merchants were not sureties, contrary to the tenor of certain letters granted to those merchants, the King has often enjoined that the goods so arrested should be released and delivered to the merchants to make their profit thereof. And forasmuch as the bailiff cared not to do anything in the matter, in his default the sheriff of Middlesex was ordered to inquire within or without the liberty what goods were arrested by the aforesaid bailiff, and to deliver them to the said merchants. And the sheriff returned that he had delivered accordingly to the merchants aforesaid 62 cloths of Louvain and 2 sarplers, so arrested and released; and that he could not deliver the remaining 27 cloths, which were delivered to John Prior by the bailiff in execution of a judgment of the fair court in 13 Edward II. And though by his former writ the King commanded that justice should be done to those merchants by Thomas the bailiff, according to like instructions in similar cases, and that if the defendant was not able to give satisfaction, then the Abbot was to be compelled to satisfy the King and the merchants herein, as might be just; yet it was not the King's intention that by pretext of the above writ the Abbot should be molested or aggrieved in any way, contrary to the law of the land.³

¹ There is nothing to explain the execution of the release here; but these merchants may have visited Westminster fair.

² Inrolled here (Exchequer Plea Roll 17, m. 14b) from the original filed by the Marshal in the Exchequer, but the official inrolment was in the Memoranda Roll (*Communia*).

³ The Abbot is now able to insist that the real evil-doer is no longer an officer of his. The suggestion in the King's writs of the desirability of a wider course of administrative action, whereby the official misdeeds already punished as a result of the State Trials of 1289-92 might be once more investigated, was not apparently acted on by the local authorities.

of the same, Richard at the Hill of the same, Henry Gillerous of Arley in the county of Worcestershire, William of Kenver of the same, and others.

Dated at Bridgenorth in the county of Shropshire, on the fourth day of June in the 16th year of the reign of King Edward, son of King Edward.

APPENDIX V.

¹LETTER FROM ROBERT BENDYN, ADMIRAL OF THE FLEET FROM THE THAMES WESTWARD, INCLOSING AN INQUEST TAKEN, ACCORDING TO MARITIME LAW, AS TO SPOIL OF MERCHANTS.²

A Chaunceler nostre Seignur li Roi D'engleterre, Roberd Bendyn, admirall nostre dit seignur li Rois de l'ewe de Tamyse vers le West, honors e reverence.

Sire, un bref de la Chauncerie³ moi vient de faere dreit solome la ley de la marine a Peris Martyn e Martyn Johan, gent d'Espaigne, de ceo que eux furent derrobbez en la haute meer, sicome le dyt bref purporte ; par vertue de quel bref, Sire, jeo pris une enqueste a Dertemuth par xij. mariners, e trouvoi par cele enqueste par ky eux furent derobbez e de quei chose, la quele enqueste vous envoy desouz mon seal, ensemblement ove ledyt bref ; e ne trouvoi la nul des meffesours, mes la neyf des avaunt ditz Peris et Martyn trouvoi a Dertemuth ove tut l'[ateill'] la quele lur ay parley, nementes delivere. E pur ceo, Sire, qe ceux meffesours sunt demoraunt en la ville de Bristuyt ieo maundoi ma lettre au maire de la ville de les atacher taunkes eux ussent faet gree, et le maire moy respoundy qe mon garaunt ne feust pas garaunt a ly a cella faere. Par quei, Sire, nous vus priomps en effre de charite qe vus veiletz maunder breefs a viscounte de Gloucestre' et al maire de Bristuyt de faere dreit dudit Peris e Martyn, qar mon poer nyest fors en la meir, e ceux meffesours sunt ore atere e ount aseitz de quey respoundre. Cher Sire, que Deu vus doingne bone vie e longe.

⁴Inquisicio capta apud Dertemutham coram Roberto Bendyn, Admirallo domini Regis, die Lune in tercia septimana Quadragesime, anno regni Regis Edwardi xviii^o, virtute cujusdam brevis domini Regis eidem Roberto directi pro Petro Martyn et Martino Johan hominibus de Ispannia depredatis in mari per quosdam malefactores, per sacramentum Willelmi Hemmyng', Ade Michel, Stephani Alayn', Stephani de Yerenemutha, Germani le souder', Gilberti le webbesmyth', Willelmi atte chapele, Ricardi Pady, Willam Brigman, Johannis Gayges, Ricardi Gillotes, et Willelmi atte wille ; qui dicunt per sacramentum suum quod Richard Stodel, magister navis Clementis Turtle et Henrici de Tyw de Bristollia et socii sui, videlicet, Johannes Russel de Bristollia, Rogerus Pynnokes de eadem, Radulphus de Holeford de eadem, Simon Russel de eadem, Johannes Yvomet de eadem, Johannes Taphet de eadem, Johannes de Aysshe de eadem, Simon Nottyng de eadem, Walterus

¹ Chancery Miscellaneous Inquisitions, File 59, No. 27. See Introduction, pp. xxvii and xxviii.

² This covering letter adds to our knowledge of the proceedings which lead up to the case tried in the Bristol Court and reviewed by the King's Justices (No. 41, pp. 97-99).

³ This writ has fortunately been preserved (*Ancient Correspondence*, vol. xxxii, No. 71).

⁴ It has been identified by the editor (see n. 3 above).

¹To the Chancellor of the lord King of England, Robert Bendyn, admiral of the said lord King from the water of Thames towards the West, honour and reverence.

Sir, a writ from the Chancery came to me to do right, according to the maritime law, to Peter Martyn and Martyn John, men of Spain, for that they were robbed on the high sea, as the said writ purports; by virtue of which writ, Sir, I took an inquest at Dartmouth by 12 mariners and found by that inquest by whom they were robbed and of what things, which inquest I send you under my seal, together with the said writ; and I found there none of the evil-doers, but the ship of the aforesaid Peter and Martyn I found at Dartmouth with all the tackle, which I have spoken to them about, but have not delivered possession thereof. And forasmuch, Sir, as these evil-doers are dwelling in the town of Bristol, I sent my letter to the mayor of the town to attach them until they should satisfy them, and the mayor replied to me that my warrant was no warrant for him to do this.² Wherefore, Sir, we pray you as a work of charity that you would send writs to the sheriff of Gloucestershire and to the mayor of Bristol to do right to the said Peter and Martyn, for my power there is only on the sea, and these evil-doers are now on land and have enough wherewith to answer. Dear Sir, may God give you good life and long.

Inquisition taken at Dartmouth before Robert Bendyn, Admiral of the lord King, on Monday in the third week of Lent in the 18th year of the reign of King Edward by virtue of a certain writ of the lord King directed to the same Robert on behalf of Peter Martyn and Martin John his partner, men of Spain, spoiled on the sea by certain malefactors, by the oath of William Hemmyng, Adam Michel, Stephen Alayn, Stephen of Yarmouth, German the Solderer, Gilbert the Webbesmith, William at the Chapel, Richard Pady, William Brigman, John Gayges, Richard Gillots and William at the Vill. Who say by their oath that Richard Stodel, master of the ship Clement Turtle, and Henry de Tyw of Bristol and their fellows, namely John Russel of Bristol, Roger Pynnokes of the same, Ralph of Holford of the same, Simon Russel of the same, John Yvomet of the same, John Taphet of the same, John of Ashe of the same, Simon Notting of the same, Walter Apperlegh,

¹ Translation of the letter in Old French, printed opposite.

² The mayor replied with equal rudeness to the Chancellor's request that the crew of a Bristol ship in the King's service towards Gascony should be paid. They would not pay a farthing ('maille') without warrant (*Anc. Corr.*, xxxvi, 25). Some justification for the mediaeval merchant's caution in such matters may be mentioned in Volume III.

Apperlegh', Johannes Wodelok de eadem, Thomas Underwode, ac plures alii malefactores ignoti, vi et armis felonice depredaverunt quandam navem Sancti Dominici de Placentia, unde fuit magister Petrus Martyn, et Martinus Johan fuit socius ejus de bonis suis, videlicet de duabus pipis vini albi et aliis bonis ipsorum Petri et Martini, ut de frecto suo et aliis bonis suis ad valenciam quadraginta librarum sterlingorum in alto mari, videlicet inter le Ras Sancti Mathei et Odyern'; et cum navi et bonis predictis portum de Dertemuth arripuerunt et ibidem voluntatem suam inde fecerunt. In cujus rei testimonium, predicti juratores sigilla apposuerunt.

John Wodelok of the same, Thomas Underwode, and many other male-factors unknown, with force and arms feloniously despoiled a certain ship, the S. Dominic of Piacenza of which Peter Martyn was master, and Martin John was his partner, of their goods, namely of two pipes of white wine, and other goods of them Peter and Martin, as of their freightage, and other goods of theirs to the value of forty pounds sterling on the high sea, namely between the Raz of S. Matthew¹ and Audierne, and with the ship and goods aforesaid they made the port of Dartmouth and there made their will thereof. In witness whereof the aforesaid jurors have appended their seals.

APPENDIX VI.

²ARTICLES OF THE COMPLAINTS OF JOHN BRANDESBY AND SIMON SWAN UPON THE RECITAL OF THE ACCOUNT OF THEM, JOHN AND SIMON, AS MERCHANT AND RECEIVER OF MONEYS AND SERVANT RESPECTIVELY OF JOHN BOLTON, CITIZEN AND MERCHANT OF YORK OF ALL RECEIPTS, PAYMENTS AND EXPENSES MADE BY THE SAME JOHN AND SIMON, SEPARATELY AND MERCHANTWISE, FROM 10 MAY 1443 (21 HENRY VI) TO 18 JANUARY 1445 (23 HENRY VI) BY THE SPACE OF ONE WHOLE YEAR AND 36 WEEKS.

1. First, whereas in the same account under the heading 'John Brandesby' there is a statement of arrears 25*l.* 4*s.* 9*d.*, the same John says that he is charged by the auditors with this sum unjustly ('minus juste') for that no such statement was ever rendered by him as supposed in the above account; and this he is prepared to aver; whereof he craves judgment, and that he may be exonerated in respect of the same 25*l.* 4*s.* 9*d.*

2. Also, whereas in the said account under the head of 'Moneys received by the said Simon' is contained a debit of 97*l.* 10*s.* 6*d.* lent ('ex mutuo, ad usum') for the purchase of wool by the said Simon, who deposes that no such loan was ever made to him.

3. Also in respect of receipts for sales of wool amounting to 3286*l.* 8*s.* 2*d.*, being the price of 113 sarplers and 6 pokes of wool from the store of John Bolton, sold by the aforesaid John and Simon to certain persons by indenture of sale as between Simon Swan and John Bolton. The plaintiffs deny responsibility for this transaction, suggesting that the wool was sold by Bolton himself, 'per advisamentum ipsius Simonis': without that any such expenditure should be allowed to them in consideration of their payments and expenses entered in a 'paper book' produced to the auditors.

4. The complainants explain that the 4 casks 1 pipe of woad charged to them for 49*l.* 15*s.* were wrecked in the 'Busse de Cales' at Dover, by misfortune and a stormy sea: without that they were lost by Simon's default.

¹ It is possible that the reading of the Plea Roll, S. Martin's for S. Matthew's Point, may have been a conscious emendation, for a cruising ground between Guernsey and Brest might seem more appropriate. The three originals, however, read S. Matthew's.

² Exchequer Plea Roll 143, mm. 41-42. A summary version of the Latin record is given here. For the case, see Swan and Brandesby *v.* Bolton, above, p. 106.

5. The sum of 25*l.* 4*s.* 1*d.* debited in the account as the price of 1 sarpler of wool sold, was included in the sum of £3828 6*s.* 3*d.*, being the price of 130 sarplers 7 pokes of wool sold at Calais in two parcels, one by John Bolton before Simon Swan's arrival at Calais; the other by John Bolton and Simon Swan together; without that any of this wool was wanting or deficient.

6. Among the expenses incurred for payment of customs duties occurs the item of 70*s.* paid for the expenses of Philip of Cassel, labouring for John Brandesby to be delivered from prison at Dunkirk, as on fo. 14 of the 'Paper Book.' This item was disallowed by the auditors, unjustly, because long before, at York, John Bolton made John Brandesby his factor and receiver of 133½ sarplers 6 pokes of wool, parcel of the wool aforesaid,¹ which were to be sold and the money accruing therefrom to be expended to the use and profit of the said John Bolton as should seem best to John Brandesby and all such other things to be done and executed in the name and on behalf of the same John Bolton as ought and are accustomed to be done and executed by such factor and attorney, according to the law and the use of merchants. And the same John Brandesby being bound by a writing obligatory to certain Lombard and Picard merchants in the sum of 67*l.* 10*s.*, to be paid at Candlemas 1443, in default of payment was detained in prison till payment should be made, so that he was prevented from attending to business to the loss of John Bolton himself and the no slight scandal and lessening of his state, name and honour among merchants of his acquaintance; moreover to the manifest peril of the loss of many of his wares. Wherefore (forasmuch as the aforesaid John Bolton had beforetime sufficiently and lawfully given his full authority and power, according to the law merchant, to the same John Brandesby as his factor and attorney for doing and executing all manner of things as well in payments and receipts of moneys as in sales, purchases, exchanges, barter, chevances, and governances of merchandises and things whatsoever, as well of the same John Bolton as for the same John) the same John Brandesby on behalf of the same John Bolton, to avoid such loss, scandal, disparagement and peril engaged the aforesaid Philip (of Cassel) to labour for his deliverance from prison, who pledged 20 casks of his own woad as security for the payment of 67*l.* 10*s.* on behalf of John Bolton, as is supposed in the account; and this he is ready to aver, etc., and he craves allowance of the 70*s.* aforesaid.

Simon Swan has not to account for this item and therefore does not crave allowance hereof.

7. Under the heading 'Paid to John Bolton by the aforesaid John Brandesby' is the entry of the proceeds of one sarpler of wool sold to a merchant of Louvain with pledges taken for payment at Easter 1445. This item was disallowed by the auditors, unjustly, because the wool was parcel of the 113 sarplers previously referred to.²

Also John Brandesby claims allowance for 1 poke of 'medyll wolle vocata reffuse,' part of the same 113 sarplers, and which the same John

¹ As in Article 5.

² See above, Article 3. Here 10*l.* was to be repaid at 'Ippe Mart,' Mid-Lent Sunday, 1444, and 15*l.* at 'Bruggemart' next following in three weeks of Easter.

Brandesby as factor and attorney of John Bolton, in his name and behalf, and by the authority and power aforesaid, according to ('juxta') the law merchant sold to Colyn Landusse at Bruggemart for 11*l.* 12*s.* 2*d.*

8. As to three pieces of linen cloth bought in exchange for two sarplers, one poke of the wool of John Bolton, in respect of which the sum of 55*l.* 12*s.* 11*d.* was not allowed to the complainants, but was placed 'in respite' at the foot of their account, this refers to 30 pieces of Holland cloth, charged in the account with the sum of 3286*l.* 8*s.* 2*d.*; which cloth was delivered to John Bolton, at York, as the defendants are ready to aver, etc.

9. Objection was taken by the auditors to the payment of 30*s.* to the friars of Calais for a house in Friar Street in addition to 6*l.* 13*s.* 4*d.* previously paid. Also to payments made by the accountants to John Huson, 'makelere' of wool at Bruges, and to others, for the advantage ('melioracione') of wool sold, called 'Betterynges.' These payments were not allowed by the auditors but were 'respited.' Brandesby declares that it concerned Bolton's 'honour and profit' to pay these sums: that it was important to get possession of the house in question, in which merchandise could be stored and exposed for sale ('vendicioni demonstrare'). The dealings in wool referred to four sarplers of Scarsdale wool of John Bolton sold by John Brandesby as his factor and attorney, on his behalf and in his name, by warrant, for the 'bettering' of 12 sarplers of Scarsdale wool.¹

10. With respect to the objection to allowance of certain bills payable at the Mint in Calais, long before bills for 30*l.* 4*s.* were taken to that mint by John and Simon, it was ordained in the Staple of Calais that on the sale of every sarpler of wool of Lindsey worth 14 marcs, or more, a bill should be brought into the mint to the value of 6*l.*; and so for Yorkshire wool of the Wold and Scarsdale, of more than 12 and less than 14 marcs value, a like bill of 5*l.* was required; and for middle wool 4*l.* And Brandesby, as Bolton's factor, not having bills or money ready to comply with the ordinance, namely for one third of the true value of the wool, became indebted to men of Flanders for certain exchanges amounting to 32*l.* 17*s.* 1*d.*, which the Bolton's auditors have disallowed, though this transaction was duly entered in the Paper Book (produced for audit) and was authorized by letters in the hands of the accountants.

Another item of 46*s.* 8*d.* paid for herring bought at Calais by Brandesby and paid for on Brandesby's security was disallowed or held over because Bolton had made arrangements for the money to be paid by one of his servants without Brandesby's knowledge.

11. The auditors also disallow the sum of 32*l.* 17*s.* 1*d.* paid by John Brandesby and Simon Swan to divers men of Flanders and Calais for wares bought and for differences in exchange of moneys.

12. The auditors disallow 617*l.* 4*s.* 3½*d.* paid in London to the customers of Kingstown-on-Hull for wools shipped for John Bolton by John Brandesby as his factor and attorney, including the sum of 259*l.* 14*s.* 2*d.* due to the

¹ For weights and prices of wool see above, Cases 12, 26, 29, and Introduction, pp. xxvi-xxvii; also *Cely Papers* (Camden, 3rd series, vol. i), Camden Miscellany, XV, *loc. cit.*, and Miss W. H. Prior in *Bulletin Ducange*, T. 1. Dr. E. E. Power is engaged upon an important collection of wool records.

Crown on a bond given by Brandesby for the advantage and honour ('pro commodo et honore') of John Bolton.

13. Certain payments made by Brandesby and disallowed by the auditors are said to have been authorized by a ledger book, but the pages have been sewn together.

14. Finally John Brandesby claimed payment of his fee of 13*l.* 6*s.* 8*d.* yearly, for four years, but this claim was disallowed, John Bolton having asserted that two years before the date of this account he retained John Brandesby at York as his factor and attorney for two years at an inclusive fee of 6*l.* 13*s.* 4*d.*, and 2 cloaks and 2 hoods price 40*s.* : but did not pay him. Brandesby claims to be allowed the 40*s.* in lieu of the above livery.

APPENDIX VII.

¹ PLACITA CORAM DOMINO REGE APUD WESTMONASTERIUM DE TERMINO PASCHE ANNO REGNI REGIS EDWARDI, QUARTI POST CONQUESTUM, QUINTO.

(m. 35.)

Dominus Rex mandavit dilecto et fideli suo Johanni Markham, capitali Justiciario suo ad placita coram ipso Regi tenenda assignato, breve suum clausum in hec verba :

Edwardus Dei gratia Rex Anglie et Francie et Dominus Hibernie, dilecto et fideli suo Johanni Markham capitali Justiciario [*as above*] salutem. Cum nos quibusdam de causis, in quadam petitione nobis in parlamento nostro apud Westmonasterium vicesimo nono die Aprilis anno regni nostri tercio summonito per Simonem Nore exhibita contentis, de avisamento et assensu dominorum spiritualium et temporalium ac communitatis regni Anglie in dicto Parlamento existentis, necnon auctoritate ejusdem, recordum et processum cujusdam loquele que fuit coram Willelmo Bolde nuper majore civitatis nostre Cantuarie in curia nostra civitatis predictae, secundum consuetudinem ejusdem civitatis sine brevi nostro, inter Johannem Cobbe et prefatum Simonem Nore de quadam transgressione eidem Johanni per ipsum Simonem illata, ut dicitur, que coram nobis in Banco nostro certis de causis nuper venire fecimus, et que coram nobis ibidem adhuc resideat, ut dicitur, cum omnibus securitatibus et recognicionibus ab eisdem dependentibus seu quovismodo ea concernentibus quibuscumque, concesserimus ordinaverimus et stabiliverimus removenda et coram nobis in Cancellaria nostra venire facienda, prout in Actu inde edito plenius continetur, vobis mandamus quod si recordum et processus ² predicta coram nobis ut premititur resideant, tunc recordum et processum illa, cum omnimodis securitatibus et recognicionibus ab eisdem dependentibus seu quovismodo ea concernentibus, nobis in Cancellariam nostram sub sigillo vestro distincte et aperte mittatis et hoc breve ; ut inspectis recordo et processu predictis, ulterius inde fieri faciamus secundum vim, formam et effectum petitionis et Actus predictorum : cujus quidem petitionis tenorem, ac tenorem responsionis

¹ Coram Rege Roll 816.

² 'processum' in the roll.

PLEAS BEFORE THE LORD KING AT WESTMINSTER OF THE TERM
OF EASTER IN THE FIFTH YEAR OF THE REIGN OF KING
EDWARD, FOURTH AFTER THE CONQUEST.

The lord King dispatched to his beloved and faithful John Markham, his chief justice assigned for pleas before the King himself, his closed writ in these words :

Edward, by the Grace of God King of England and France and Lord of Ireland, to his beloved and faithful John Markham, Chief Justice [*as above*], greeting. Whereas we for certain causes (contained in a petition to us exhibited by Simon Nore in our Parliament at Westminster on the 29th day of April in the third year of our reign, by the advice and assent of the lords spiritual and temporal and the Community¹ of the realm of England in the said Parliament assembled, and also by authority of the same) have granted, ordained and established that the record and process of a certain plea (which was before William Bolde, late mayor of our city of Canterbury, in our court of the city aforesaid, according to the custom of the same city, without our writ, between John Cobbe and the before-mentioned Simon Nore as to a certain trespass committed upon the same John by him, Simon, as it is said, which for certain causes we lately made to come before us in our Bench, and which still rests there before us, as it is said) with all manner of securities and recognitions depending from the same or in any wise concerning them, should be removed and made to come before us in our Chancery, as in the Act thereof made is more fully contained, we command you that if the record and process aforesaid rest before us, as is premised, then you shall send that record and process, with all manner of securities and recognitions depending from the same or in any wise concerning them, to us into our Chancery under your seal, distinctly and openly, and this writ ; in order that, after inspecting the record and process aforesaid, we may make to be done therein further according to the force, form and effect of the petition and Act aforesaid ; the tenor of which petition, indeed, and the tenor of the answer to the same petition

¹ The term 'commons' seems to be taken from the French version. See below (p. 163), 'Communes.'

eidem petitioni per nos de avisamento, assensu et auctoritate predictis facte et in dorso dicti tenoris dicte petitionis inserte vobis mittimus sub pede sigilli¹ nostri: Teste me ipso apud Westmonasterium xx die Marcii, anno regni nostri quinto.

Tenor vero petitionis in eodem brevi specificate sequitur in hec verba :

²To the Kyng oure liege lord, sheweth and lamentably compleyneth unto youre most noble Grace Simon Nore that whe[n] John Cobbe, the xv day of July³ [in the] xxxvi yere of Henry the Sixt, in dede and not of right late Kyng of Englonde, affirmed and fore the [Maior] of Canterbury in a pretendit Court of Pypowderous⁴ a playnt of trespas ageynst the seid Simon which Simon . . . the same day was attached by his body and thereuppon found maynpris, [that is] to sey John Hown' now dede, whome God assoylle, John Scotte and John Fogge, thanne Esquyers, to apere att the court on the morowe next folowyng, at which court the same Simon appered in his proper persone and theruppon at the same tyme agrement was taken bitwene the seid John Cobbe and Simon, that the seid Court shuld be contynued by the space of vi monethes or ther aboutes, soo that the seid Simon myght goo in to his countre, to Florence, and come ageyn. Whereuppon the said Simon ymmediatly departed and went into his seid countre and ther abode by the space of vii monethes or their aboute, which notwithstanding the seid John Cobbe labored and caused a record to be made at a court had to be set the xx day of Jule than next folowyng and [ther] the seid Simon then appered in his propre persone, and that the seid John declared ageynst the [seid] Simon that he certeign day and yere, that is to sey the v day of August the xxxiii yere of the Kyng aforeseid with force and armes at Caunterbury afore seid shuld have take[n] certeign goodes of the same John to the value of *iiiij^s.xiii*l*. iiis. iiid.* and that the seid Simon in his propre person pleted not gilty and made oon William Rose his attorney, the which at that tyme ne never seth[ens] was of eny reputation or substance; whereuppon certeign frendes of the seid Simon, havynge knowlege of the sotiltie and untrouth of the seid John Cobbe as aforeseid, consayvyng that the seid Simon was that tyme beyonde the see and knewe noo thyng therof, sued a *certiorari* to certifie the cause of the takyng of the seid Simon the xxii day of Jule next followyng, which was retourned in the Chauncerie and soo hang[ed] in the Chauncerie⁵ unto the xij day of May the xxxviii yere of the seid late kyng, than' next folowyng, at which day the seid John Cobbe by grete sotilte, pryvey and synystre labour sued a *procedendo* unknowyng to the seid Simon: and theruppon also by the grete sotilte and untrouth caused the seid attourney to apper the same day that the same *procedendo* was delyverd, and theruppon day to be geven over: and at that

¹ *i.e.* under the 'Half Seal' (used for formal documents).

² The text of Simon Nory's petition is taken from the original (Chanc. Ancient Petitions, No. 6461), checked by the inrolment in the Coram Rege Roll (816).

³ The right-hand margin of the document is decayed in places.

⁴ *i.e.* pieds poudreux; the usual style was 'piepoudres'; cf. Volume I, p. xiv, and below, Index, *s.v.* Fair.

⁵ See opposite.

made by us by the advice, assent and authority aforesaid, and inserted on the dorse of the said tenor, we send to you under the foot of our seal. Witness myself at Westminster the 20th day of March in the fifth year of our reign.

Now the tenor of the petition specified in the same writ follows in these words :

⁵ This probably does not mean that these files were hung in the Chancery or 'Hall' as 'afiches murailles' like the statutory notices or tariffs that were 'hung' in the Custom House. The documents were probably placed in 'County Bags' of soft deerskin and these were suspended from nails in the 'closets' or 'studies' that served as record rooms. The contents of these bags included the records still known in our own time as 'County Placita.'

In an earlier case (No. 35) we have the following particulars of the departmental and judicial relations of the Chancery with the Curia: (1) The original writ dated 5 Aug. 1309, setting forth the merits of the case as a justification for ordering the sheriff to attach Groningen cargoes to the value of the debt owing to the plaintiff. (2) The return made to the Chancery upon this writ. (3) Pleadings in the case between the parties in the Chancery, where the defendant's plea disputing the Bishop's jurisdiction is demurred to by the plaintiff, and issue being joined thereon, a day is given to the parties before the King to receive the award of his court. (4) Meanwhile the Chancery arranges for the safety of the goods attached by allowing the shippers to trade with them under a bond covering the debt. (5) The case comes before the Curia as a 'record (and process) from the Chancery,' and an inquisition establishes the defendant's plea; but as the plaintiff can produce no document or other proof of his debt, no award can be made at common law, and the case is remitted to the Chancery, where it began, and where presumably it has been 'hanging,' and where further diplomatic action can be traced in the Close Roll. Cf. below, p. xci., where the privilege of the London *Hansa Teutonicorum* is pleaded to stay reprisals for spoil of English shipping by German mariners.

day the seid attourney to make defaute, soo that the seid inquest was awardit and taken by defaute ; and gafe thair vardyt—‘ That the seid Simon was giltye of all the seid mat[ers]’ ; and assessed the damages to *iiii^cxlviil. vis. iiid.* : and theruppon the seid John Cobbe hadde judgement to recover the seid damages ageynst all right and consciens ; for the seid Simon the seid xx day of Jule and afore was beyonde the see and contynually by vii monethes after, or ther aboute, as aforeseid. And moreover the seid Simon seith that the seid William Rose was never made attourney by him ne by noon other by his wille, assent or desiere, but put in by the sotilte and fraude of [the] seid John Cobbe as appereth by reason uppon the mater aforeseid. And the seid Simon seith that he was never giltye of noon such trespas doon to the seid John Cobbe as aforeseid. In prief wherof afore this tyme for the same trespas supposed to be doan, the seid John Cobbe sued the seid Simon in the Kynges Bench for the same mater, supposyng by that suyte that the seid Simon shuld ta[ke] the seid goodes in London, in which suete they at issue of xii men, and a *nisi prius* theruppon graunted at Seint Martyn’s ; at which tyme the jure appered redy to have passed ; and theruppon the seid John Cobbe consayvyng that the seid xii men by reason of all evydence mynstred to theym by bothe parties wold have passed ageynst hym was nounsued ; and also the seid Simon seith that the seid John Cobbe, of grete sotilte, hath suyd hym self in the name of the seid Simon, withoute his assent or knowelege, a writte of error of the seid recovere, retournable in the Kynges Benche att the Octaves of the Trinite, the xxxix yere of the seid late kyng, to that entent, that the seid John Cobbe myght pryvely in secret wise make the seid record to be certified aftre his seid untrue entent and to have execucion of the body of the seid Simon, whersom’ ever he myght be founde uppon the seid fened and untrue record :

That it wolde please youre Highnes of youre grace especiall to graunte ordeyn and establissh by th’advis and assent of youre lordes spirituall and temporell and your Commons in this present Parliement assembled, and by the auctorite of the same ; that your Chaunceller of Englund for the tyme beyng have full pouar and auctorite to remove and make come afore you in your Chauncerie by your writte unde your Grete Seall’ or otherwise after his discrecion the seid record with alle suertes and reconysaunces theruppon dependyng or any wise concernyng the same whersom’ever it be, and theruppon by writte *sub pena* at the suete of the seid Simon to calle the seid John Cobbe afore you in your seid Chauncerie and whedther the same John apper or noght in your seid Chauncerie at the day conteyned in the same writ, that your Chaunceller callyng unto hym two of your Justices, by his discrecion, for the tyme beyng have full power by auctorite aforeseid to procede to examynacion in consciens after thair discrecion of the circumstaunce of all the premisses. And if it be thought by the seid Chaunceller and Justices for the tyme beyng, uppon the seid examynacion, the seid recovere to be ageynst consciens or untrue, thane the same Chaunceller by th’advis of the same Juges have full power by the seid auctorite to awarde and deme the recovere with all suertes reconisauncez and other thynges thereuppon dependyng or the same

concernyng, to be voyde and of noone effecte, and the seid Simon his plegges, suertes and thair executours to be acquitted and discharged of the same for ever : And if the seid recover be thought by the seid Chaunceller and Justices to be true, good and with consciens, thane the same recorde to be remytted ageyn unto the Justices afore whome the seid recovere remaned at the tyme of the removying of the same recorde as it was afore the same was made, and that the seid Justices afore whom the seid recorde is or were hangyng surcesse and not to awarde cny processe [or] execucion upon or by reason of the seid record, or of or uppon eny reconysaunce made depndyng or concernyng the same unto the tyme to be remitted by the seid Chaunceller as is aforeseid. And if the same Justices, afore the seid *certiorari* to theym delyvered, have awarded execucion or processe of or uppon the same recorde [*etc. as above*] that thane the seid Chaunceller have full power and auctorite to make writte or writtes of *supersedeas* for the surcessyng of the exccucion of the premissey after his discreccion. And if the seid Simon or eny of his plegges or suertes be in execucion by reason of the seid recovere or by any thyng dependyng of or uppon the same recorde, thane the seid Chaunceller to have power to sende for hym and his seid plegges and suerte by your writte under your grete seall' and to late the seid Simon his seid plegges and suertes in baille uppon sufficient suerte after his discrecion to the tyme the mater be determyned, as is aforeseid, the seid recorde or any other thing touchyng or concernyng the same notwithstanding.¹

¹ In A.P. 6461 a further exception follows here but has been deleted.

Ac tenor responsionis eidem petitioni in eodem brevi similiter specificatur
e sequitur in hec verba :

A cest bille les Communes sount assentuz :

Ac tenor indorsamenti bille predicte sequitur in hec verba :

Responsio, scilicet : Soit fait come il est desire.

Quorum pretextu, recordum et processus predicta cum omnibus securitatibus et recognicionibus ab eisdem dependentibus seu quovis modo ea concernentibus que in curia domini Regis coram ipso Rege irrotulantur de recordo, prout patet termino Sancti Michaelis anno regni domini Regis nunc primo, rotulo lxxxvii^{mo}, domino Regi in Cancellariam suam, una cum brevi predicto, isto eodem termino, secundum formam et effectum brevis et Actus illorum, mittuntur, etc.

And the tenor of the answer to the same petition, likewise specified in the same writ, follows in these words :

‘ To this bill the Commons have assented.’

And the tenor of the indorsement of the bill aforesaid follows in these words :

The answer, to wit, ‘ Let it be done as is desired.’

By pretext whereof the record and process aforesaid, with all the securities and recognitions depending from the same or in any wise concerning them, which are inrolled of record in the court of the lord King before the King himself, as appears in the term of S. Michael in the first year of the reign of the lord King that now is, roll 87, are sent to the lord King, into his Chancery, together with the writ aforesaid, in that same term, according to the form and effect of that writ and that Act.¹

APPENDIX VIII.

(a) ²THE DISPUTED ACCOUNT OF AN ENGLISH FACTOR’S OPERATIONS IN SPAIN, 1520-1522 (COWPER *v.* TOLY).

The Account of Simon Cowper, factor unto Henry Toly of Ippeswyche, merchaunt, taken the third day of June in the xiiijth yere of the reign’ of Kyng Henry the viijth, before William Steystede, Richard Percyvall, Richard Byrde and Robert Bray, auditours of the seyde accompt of the seyde Simon, indeffently to here and receyve :

Fyrst, the seyde Symon yeldyth accompt of xiiij score and xvij brode clothes by hym receyved at dyvers tymes of the seyde Henry hys master, wych clothes he hath solde as hereafter folowyth.

¹ If the grant by Parliament in April 1463 of Simon Nory’s petition for relief in equity may be taken seriously, the following drastic procedure was provided *ad hoc* by Act of that Parliament (above, pp. 161-2), the Chancellor being authorized (1) to remove the record and process, etc., from the King’s court into the Chancery (by *certiorari*) ; (2) to summon the defendant to appear there (by *sub pena*) ; (3) to call in two justices for an examination ‘ in conscience after their discretion ’ of all the circumstances. If such examination shows the proceedings in that court to be ‘ against conscience or untrue,’ the Chancellor may award that they be null and void ; but if found ‘ true and good with conscience,’ the record, etc., to be remitted to the King’s court which must stay all proceedings meanwhile ; failing which writs of *supersedeas* or *habeas corpus* may be issued by the Chancellor for the relief of the plaintiff or his sureties.

² Exchequer Plea Roll 201, m. 8. This is evidently the account that was audited at Ipswich by Henry Toly’s auditors (referred to by Simon Cowper as the ‘ late auditors ’). The award of the Exchequer auditors was adjourned from term to term and from year to year from the 15th to the 24th year of Henry VIII, and in the meantime the plaintiff submitted his own version in his pleadings.

Item, solde to Peter de Landavarda, xl clothes for cclx and xvj thousands ccl maravides.¹

Item, sold to Seynte John de Arcynygo² cxx^{ti} clothes for vij^{clxxj} thousands ix^{clx} maravides.

Item, solde to Sancio³ de Barco, xv clothes for ci thousand ccl maravides.

Item, sold to Sancio de Barco, viij clothes for liij mil'. maravides.

Item solde to Seynte John de Artyngo lxxix clothes for vxj^Mvjciiij^{xx} maravides.

Item solde to Sancia de Chory xiiij clothes for iiij^{xx}xviiij Millia iiij^cxxxj maravides.

Summa Totalis 813571 maravides.

Whereof thes parcells folowyng he askyth to be allowyd for such goodes as the sayd Henry his master hath receyved from hym :

First he askith to be allowyd for iiij^c kyntalles of iron laden in the Barbera of P[a]ssage,⁴ which cost, at the first byinge, cxx^{ti} millia maravides.

Also he askith to be allowyd for a cx grett balles of woode laden in the Jenett of Pennerth⁵ which cost at the first by[i]nge⁶ cclxxj^Mccl maravides.

Also he askith to be allowid for cl kyntalles and xv lbs. now laden in the Katerine of Portegalah⁷ which cost at the first by[i]ng lx millia xliij maravides.

Also he askith to be allowid of cl kyntalles of iron laden in the Trynyte of Fowntraby,⁸ which cost at the first bying lx^M maravides.

Also he askith to be allowyd for cc kyntalle and xxviiij lbs. of iron laden in the Mary Grace⁹ of London, which cost at the first bying, iiij^{xx}ij^Mlxxx maravides.

Also he askith to be allowyd for cclix kyntalles and xxxvij lbs. iron laden in the Barbara of Manyard,¹⁰ which cost, at the first byinge,¹¹ cxlvij^Mccvij maravides.

Also he askith to be allowyd for v^c kyntalles of iron laden in the Christofir of Portagalot, which cost at the first bying cc^Mls maravides.

Also he askith to be allowyd for iiij^cxiiij great balles of woode laden in the Mary Walsyngham¹² wych cost at the first bying cccxvij^Mccl maravides.

Summa Totalis 1,237,829 M^{ds}.

¹ *i.e.* Maravedi, mediaeval and post-mediaeval Portuguese coins equivalent to 5 Testoons of 100 Rees. See W. A. Shaw, *History of the Currency*, App. III.

² Written thus elsewhere and meant for Archiniega, a town behind Bilbao.

³ 'Sancia' in roll.

⁴ *i.e.* Los Pasages.

⁵ *i.e.* Penarth on the Bristol Channel.

⁶ The 'i' is omitted several times in the roll.

⁷ Although it will have been seen that Simon Cowper was to represent his master at three Spanish marts, he was concerned also with the trade of Portugal.

⁸ *i.e.* Fontarabia.

⁹ *Cf.* S. Mary Grace's.

¹⁰ Not identified.

¹¹ The 'i' has been supplied in several places.

¹² *Cf.* S. Mary of Walsingham, a shrine much venerated by mariners.

Also he askyth to be allowed for the fraught and other costes of iiij^{xx}xvi clothes owt of the Mary of Passage, vij^Mvjclx maravides.

Also he askyth to be allowed for the fraught and other costes of lxiiij clothes owte of the Mary Marten, vij^Mvjcxl maravedis.

Also he askyth to be allowyd for the fraught and other costes of lxx clothes owte of the Barbara [of] Manyard and for lj clothes owte of the Mary Grace of London, xi^Mclxxvij maravides.

Also he askyth to be allowed for the costes of vj^c kyntalles of iron laden at Passage iij^Mvj^c maravides.

Also he askyth to be allowyd for the costes of cccl kyntalles of iron at Bilbao, iij^Mccccclxxij maravides.

Also he askyth to be allowyd for a charter parte¹ and for all averag[es]² for [iij³]^clix kyntalles of iron iij^clix maravides.

Also he askith to be allowyd for the costes of v^c kyntalles of iron laden at Bylbowe and conveyd thether from Passage xvij^Mcl maravides.

Also he askith to be allowyd for the average and charter parte of the same M^v^c maravides.

Summa 052559 maravides.

Summa omnium allocacionum predictarum 01290388 maravides.

Et sic debet clare 0523183 maravides.

Which amounteth in sterling money to the sum of cccxjl. xvijs. vjd.

Per me—Willelmum Stystede. Per me—Ricardum Percyvall'.
Per me—Robertum Bray.⁴

¹ *i.e.* 'Carta partita,' *cf.* below, p. 167.

² See Introduction, p. lv.

³ Blotted.

⁴ The name of the fourth auditor mentioned above (Richard Byrde) does not appear here, but there was probably a clause in the instrument of appointment, mentioning a *quorum*, and it appears that his presence was not expected.

- (b) ¹THE REVISED ACCOUNT PROFFERED BY THE PLAINTIFF AGAINST THE ACCOUNT PREPARED BY THE DEFENDANT'S AUDITOR (COOPER *v.* TOLY).

Paid by him for 150 quintals and 15 lbs. of iron bought 20 March 13 Henry VIII at Passage of [San] John of Archiniega for 6042 maravedis (36*l.* 6*s.* *st.*) and shipped in the Katherine of Portugal 20 May 13 Henry VIII as above and delivered as before.

Paid by him for 150 quintals of iron bought 14 June 13 Henry VIII at Pasages of [San] John of Archiniega for 60,000 maravedis (36*l.* *st.*) and shipped on the Trinity of Fontarabia 3 February 14 Henry VIII and delivered as above.

Paid by him for 200 quintals, 28 lbs. of iron, bought 4 July 13 Henry VIII at Bilbao of John of Archiniega for 82,080 maravedis (49*l.* 4*s.* 11*d.* *st.*) and shipped in the Mary Grace² to Hampton thence brought to London 2 August 13 Henry VIII and delivered as above.

Paid by him for 359 quintals, 37 lbs. of iron, bought 3 June 13 Henry VIII at Bilbao of San John of Archiniega for 147,207 maravedis (88*l.* 6*s.* 5½*d.* *st.*), shipped in the Barbara 5 May 13 Henry VIII and delivered as above.

Paid by him for 500 quintals of iron bought 5 August 13 Henry VIII at Bordeaux of San John of Archiniega and Sancho de Barco for 200,000 maravedis (220*l.* *st.*) and shipped in the Christopher of Portugal 5 September 13 Henry VIII and delivered as above.

Paid by him for 94 great bales of steel bought 7 September 13 Henry VIII at Bordeaux of S. John of Archiniega for 317,250 maravedis (190*l.* 7*s.* *st.*) and shipped in the Mary Walsingham to the port of Hampton in Hampshire 13 September 14 Henry VIII and delivered to Henry Toly.

Paid by him 7660 maravedis (4*l.* 11*s.* 11*d.* *st.*) 14 February 13 Henry VIII to John Johnson for the freight of 96 woollen clothes in the Mary of Pasages paid at Bilbao.

Paid by him 6640 maravedis (79*s.* 8½*d.* *st.*) 8 February 13 Henry VIII for freight and other costs of 64 woollen cloths of Henry Toly in the Mary Marten.

Paid by him 6108 maravedis (73*s.* 3*d.* *st.*) 1 March 13 Henry VIII to Jo. Webbe for freight of 65 woollen cloths of Henry Toly on the Barbara Manyard.

¹ Exchequer Plea Roll 201, m. 8–10 (*cf.* above, pp. 126–131).

² The entry of ship's name and voyage is interlined.

Paid by him 5070 maravedis (60s. 9*d.* st.) 8 March 13 Henry VIII at Bilbao to Hugh Jonys for freight of 50 woollen cloths of Henry Toly shipped in the Mary Grace of London.

Paid by Simon Cowper for 300 quintals of iron bought on the 14 September 1520 (12 Henry VIII), at Langbourn, for 120,000 maravedis (72*l.* sterling), of S. John of Archiniega and shipped in the Barbara of Pasages to the port of London and safely landed there 20 January 1521, and delivered to Henry Toly.

Paid by him for 110 great bales of steel bought on the 17th February 12 Henry VIII at Bordeaux, of John of Archiniega for 371,250 maravedis (222*l.* 15s. sterling) and shipped in the Jennet of Penarth to the same port and safely landed there and delivered as above.

Paid by him 3600 maravedis (43s. 2*d.* st.) on 21 March 13 Henry VIII at Bilbao to Hugh Jones for the cost of 600 quintals of iron shipped in the Mary Marten at Pasages [ends].

Paid by him 4472 maravedis (53s. 7 $\frac{3}{4}$ *d.* st.) 1 April 13 Henry VIII at Bilbao to John Webbe for 350 quintals of iron shipped 18 April 13 Henry VIII and delivered as above.

Paid by him 359 maravedis (4s. 4*d.* st.) on 1 May 14 Henry VIII at Bilbao to Orto de Martyns of Bilbao for a charter party and averages of 359 quintals of iron.

Paid by him 17150 maravedis (10*l.* 5s. 9 $\frac{1}{2}$ *d.* st.) on 24 September 13 Henry VIII at Bilbao to Martyn Martyns of Trias for 500 quintals of iron, shipped to London on 22 November at Bilbao and brought to London 26 January and delivered as above.

Paid by him 1500 maravedis (18s. st.) 6 December 13 Henry VIII at Bilbao to Peter de Martyns for averages and charter party.

Paid by him seven score and twelve pounds sterling on 25 January 13 Henry VIII at Burdeux to Pety [son of] John of Koretto, for a certain ship with all its apparatus called the Mary Walsingham, bought by Simon for Henry Toly to carry merchandises from Spain to England; which ship with all its apparatus came into the possession of Henry Toly at Hampton in Southampton.

Paid by him 13*l.* st. about the suit of the ship aforesaid, after the buying of her, namely on the 21 February [14] Henry VIII,¹ being arrested at Bordeaux by divers persons unknown. And 35*l.* sterling paid by Henry Toly for the freight of 35 casks of wine in the aforesaid ship called the Mary Walsyngham at Bordeaux on 14 February 14 Henry VIII shipped and brought to Hampton by divers persons unknown to the said Simon and received there by Henry Toly.

¹ The year is not mentioned.

Paid by him 39*l.* for his own food and board and costs about the affairs of Henry Toly, from 2 September 11 Henry VIII for two whole years then, next, and immediately following, to John Martyn of Bilbao [and] John of Bovetta at S. Sebastian, on the 6 December 13 Henry VIII.

Paid by him 22*l.* and 6*d.* for the freight of 27 casks of wine at 21*s.* 6*d.* each, amounting to 29*l.*; whereof he received 7*l.* from William West servant to Henry Toly.

And for 72*l.* 18*s.* owing and unpaid by Peter de Landverde to Simon Cowper as factor of Henry Toly, for 40 woollen cloths, sold to the same Peter by the aforesaid Simon at Bilbao on the 6th December 13 Henry VIII.

And for 120 quintals of iron, to the value of 28*l.* 16*s.*, bought by him for the use of Henry Toly from Sancho de Barco on 6 December 13 Henry VIII, at Fountravia, and then and there taken and wrongfully detained by certain persons of France unknown to the same Simon in a warlike fashion ('modo guerino').

And for 100 quintals of iron to the value of 24*s.*¹ and 9*d.* of the goods and chattels of the same Henry, by pretext of a certain bargain and sale of the same made to the same Simon by Sancho de Choure for 24*l.* 4*s.* and 9*d.* sterling, paid to the same Sancho at Bilbao aforesaid on the 6 December 13 Henry VIII and remaining in the custody of the same Sancho to the use of the aforesaid Henry Toly.

And for 6 bales of steel to the value of 12*l.* 3*s.* sterling bought at Bordeaux on 15 March 13 Henry VIII of a certain Seynt John² and remaining there at Bordeaux in the custody of a certain Nicholas Ryche.

And for 8*l.* sterling for the wages of the same Simon, namely from 28 May, 14 Henry VIII, for two whole years next following, at the rate of 4*l.* by the year.

And for 31*l.* for one horse, bit, saddle, poitreles ('monilibus'), rings, and 6*s.* in counted money and other things of which the parcels appear in a certain schedule made and pointed out to the auditors assigned by the Barons aforesaid.

And so the auditors appointed by Henry Toly have not allowed Simon Cowper for disbursements amounting to 311*l.* 17*s.* 6*d.*

¹ 'Four pounds' written in another hand above 24*s.* 9*d.* in the roll. This would be the 'earnest money' paid on conclusion of the bargain.

² *i.e.* San John of Archiniega before mentioned.

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The business of the High Court of Admiralty was very considerable during the reigns of Henry VIII., of Elizabeth, and of the Stuarts, and played an important part in the development of commercial law. There is in the Records much curious information upon trade, navigation, and shipping, and the claims of the King of England to a lordship over the surrounding seas.

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The old editions of this curious work of the 13th century are corrupt, and in many places unintelligible.

- Vol. VIII., for 1894. SELECT PASSAGES FROM BRACTON AND AZO. Edited by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This volume contains those portions of Bracton's work in which he follows Azo, printed in parallel columns with Azo's text. The use made by Bracton of the works of Bernard of Pavia and the canonist Tancred is also illustrated.

- Vol. IX., for 1895. SELECT CASES FROM THE CORONERS' ROLLS, A.D. 1265-1413. Edited, from the Rolls preserved in the Public Record Office, by CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

The functions of the coroner were more important in this period than in modern times. The volume supplies interesting information on the history of the office of coroner, on the early development of the jury, on the jurisdiction of the Hundred and County Courts, on the collective responsibilities of neighbouring townships, on proof of Englishry, and on the first beginnings of elective representation.

- Vol. X., for 1896. SELECT CASES IN CHANCERY, A.D. 1364-1471. Edited, from the Rolls preserved in the Public Record Office, by W. PALEY BAILDON, F.S.A. Crown 4to. Price to non-members, 28s.

These valuable records, of which few have hitherto been printed, throw new light on the connexion of the Chancery with the Council,

and the gradual separation of the two ; on the early jurisdiction of the Chancery, its forms and procedure, and on the development of the principles of Equity.

Vol. XI., for 1897. SELECT PLEAS OF THE COURT OF ADMIRALTY. Vol. II., A.D. 1547-1602. Edited by REGINALD G. MARSDEN, of the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume is in continuation of Vol. VI., and covers the reigns of Edward VI., Mary, and Elizabeth : the period of the greatest importance of the Admiralty Court, and of its most distinguished judges, Dr. David Lewes and Sir Julius Cæsar. It illustrates the foreign policy of Elizabeth, the Armada, and other matters and documents of general historical interest. The Introduction treats of the Court from the 14th to the 18th century, with references to some State Papers not hitherto printed or calendared.

Vol. XII., for 1898. SELECT CASES IN THE COURT OF REQUESTS, A.D. 1497-1569. Edited, from the Rolls preserved in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The origin and history of this Court have not hitherto been fully investigated. Established by Henry VII. under the Lord Privy Seal, as a Court of Poor Men's Causes, and developed by Cardinal Wolsey, its valuable records illustrate forcibly the struggle between the Council and the Common Law Courts ; the development of equity procedure and principle outside the Chancery ; the social effect of the dissolution of the monasteries and the raising of rents ; the tenure of land ; the rights of copyholders ; the power of guilds ; and many other matters of legal and social interest. The Introduction covers the whole history of the Court to its gradual extinction under the Commonwealth and Restoration.

Vol. XIII., for 1899. SELECT PLEAS OF THE FORESTS. Edited from the Forest Eyre Rolls and other MSS. in the Public Record Office and British Museum, by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Forest Plea Rolls are very interesting and little known. They begin as early as the reign of King John, and consist of perambulations, claims, presentments and other proceedings (such as trials for poaching and trespass in the Forests) before the Justices in Eyre of the Forests. The present volume deals with the administration of the Forests in the 13th century, their judges, officers, courts, procedure, &c. ; the beasts of the forest, chase, and warren ; the hounds and instruments of hunting ; the grievances of the inhabitants, benefit of clergy, and other important matters.

Vol. XIV., for 1900. BEVERLEY TOWN DOCUMENTS. Edited by ARTHUR F. LEACH, Barrister-at-Law, Assistant Charity Commissioner. Crown 4to. Price to non-members, 28s.

These records illustrate the development of Municipal Government in the 14th and 15th centuries ; the communal ownership of land ; the relations between the town and the trade guilds ; and other interesting matters.

- Vol. XV., for 1901. SELECT PLEAS, STARRS, &c., OF THE JEWISH EXCHEQUER, A.D. 1218-1286. Edited, from the Rolls in the Public Record Office, by J. M. RIGG, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Justiciarii Judaeorum, who had the status of Barons of the Exchequer, exercised jurisdiction in all affairs between Jews or the Jewish community on the one hand and the Crown or Christians on the other; namely, in accounts of the revenue, in some criminal matters, in pleas upon contracts and torts between Jews and Christians, and in causes or questions touching their land or goods, or their tallages, fines, and forfeitures. This involved a complete registry of deeds or 'starrs.' The Rolls constitute a striking history of the English Jewry for 70 years before their expulsion under Edward I.

- Vol. XVI., for 1902. SELECT PLEAS OF THE COURT OF STAR CHAMBER. Vol. I. Edited, from the Records in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains a selection from the earliest records of the famous Star Chamber. The hitherto debated origin of that tribunal and its relation to the King's Council are fully discussed in the Introduction. In addition to matters of great importance to students of constitutional history, there is also a large mass of materials illustrative of the social and economic condition of England during the reign of Henry VII., the prevalent turbulence, the state of the towns and of the monasteries, and the like.

- Vol. XVII., for 1903. YEAR BOOKS SERIES. Vol. I. YEAR BOOKS OF 1 AND 2 EDWARD II. (A.D. 1307-8 and 1308-9). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

An attempt is made to establish by the help of nine manuscripts an intelligible text of these very early law reports, hitherto known only from a very faulty copy of one faulty manuscript. The text is accompanied by a translation and head-notes. Whenever possible, the report of a case has been compared with the corresponding record on the Rolls of the Court of Common Pleas. This volume contains a considerable number of reports never yet published. In the Introduction the Editor discusses the origin of law reports, and supplies an analysis of the Anglo-French language in which the earliest reports were written.

- Vol. XVIII., for 1904. BOROUGH CUSTOMS. Vol. I. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This work takes the form of a Digest, arranged according to subject-matter, of materials collected from a large number of Boroughs in England, Ireland, and Scotland. It provides an inductive and comparative analysis of the local customary law of the boroughs and ports of Great Britain and Ireland, extending over the whole of the Middle Ages. No systematic attempt of this sort has previously been made in England. A large part of the work is derived from hitherto unpublished sources, and of the residue a great deal has been obtained from books that are not generally accessible or treat only of the affairs of some one town. The first volume deals exhaustively with crime, tort, and procedure. The Introduction discusses the growth of customary law in the boroughs, and contains a bibliography of customs already published.

Vol. XIX., for 1904. YEAR BOOKS SERIES. Vol. II. YEAR BOOKS of 2 and 3 EDWARD II. (A.D. 1308-9 and 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This continues the work of Vol. I. The mass of unpublished material discovered continues to increase, and gives to these volumes an interest even beyond what was contemplated at their first inception. In many instances the publication of two or even three reports of the same case, together with a full note of the pleadings recorded on the roll of the Court, will enable the reader to comprehend in a manner that has hitherto been impossible the exact nature of the points of law discussed and decided.

Vol. XX., for 1905. YEAR BOOKS SERIES. Vol. III. YEAR BOOKS of EDWARD II. (A.D. 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This is a continuation of Vols. I. and II. of this Series. It contains an interesting dissertation on the existing manuscripts of these Year Books : a comparison of the reports of the same cases in different manuscripts, and a discussion of their history, paternity, and reliability, with other interesting matters relating to the Year Books and the reported cases.

Vol. XXI., for 1906. BOROUGH CUSTOMS. Vol. II. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This volume completes the masterly digest of the Borough Customs begun in Vol. XVIII. by the same Editor. The Introduction contains an analysis of the primitive laws embodied in the Local Customals, traces their sources both in procedure and substantive law, and compares them with the development of the Common Law. The second volume deals with contract, succession, land, alienation and devise of land, husband and wife, infants, dower, the Borough Courts and their officers, process and execution, and many other subjects.

Vol. XXII., for 1907. YEAR BOOKS SERIES. Vol. IV. YEAR BOOKS of EDWARD II. (A.D. 1310). Edited, from sundry MSS., by the late Professor F. W. MAITLAND and G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. III., and concludes the reports for the year 1310. The text and translation were left nearly complete and once revised by Professor Maitland at his death. Mr. Turner has added a considerable number of additional notes from the records, most of which are collected in an Appendix, while some are embodied in the later portions of the text. He has also written an Introduction on the Courts and Judges of the period, with comments on some of the important cases reported in the volume.

Vol. XXIII., for 1908. SELECT CASES CONCERNING THE LAW MERCHANT. Vol. I. LOCAL COURTS. Edited, from sundry MSS., by Professor CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

This volume illustrates the administration of the Law Merchant from the 13th century onwards in the Local Courts established for the execution of speedy justice between merchants, such as Fair Courts, Borough Courts, Staple Courts. The records of these Courts have proved to be very

plentiful and enlightening. As no such mediaeval records are known to exist on the Continent, the English documents are very important, and no attempt has hitherto been made to digest and compare them. The Fair Court of St. Ives has been chosen as the principal type; but the records of other Courts at Carnarvon, Bristol, Leicester, Norwich, Exeter, the Cinque Ports and elsewhere have also been utilised. The Introduction deals with the history of all such Courts and of their records, and contains interesting appendices. Another volume will deal with the Law Merchant in the King's Courts at Westminster, and with the history of the subject generally.

Vol. XXIV., for 1909. YEAR BOOKS SERIES. Vol. V. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. I. Edited, from sundry MSS., by the late Professor MAITLAND, the late L. W. VERNON HARCOURT, of Gray's Inn, Barrister-at-Law, and W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is the first complete report in detail of the work of the Itinerant Justices commissioned to 'hold all pleas' touching the county visited on the Eyre. The text has been laboriously compiled from the collation of 18 MSS., mostly independent and all more or less corrupt. The present volume contains an account of the Commissions, the Articles of the Eyre, the preliminary proceedings, the Pleas of the Crown, and some actions of attainder and trespass. It throws new light on the whole procedure, and in particular on the financial purposes of the Eyre and the growth of the Jury System. The Introduction treats of all these matters and also incidentally of other interesting subjects, such as the history of coroners, abjuration of the realm, privilege of clergy, deodands, a subsidiary Eyre for the liberty of Wye, the trades and callings exercised at the period, the topography of Canterbury, and an interesting philological note on the obscure term 'busones,' &c. An appendix contains the names of all the bailiffs and jurors attending the Eyre.

Vol. XXV., for 1910. SELECT PLEAS OF THE COURT OF STAR CHAMBER. Vol. II. Edited, from the Records in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XVI., and contains a selection of interesting records during the reign of Henry VIII. These are largely concerned with matters of great historical and economical importance—*e.g.* the State policy of the period in fixing prices for commodities and in controlling or forbidding exports; the relations between the monastic houses and their agricultural tenants or commercial communities; rights of pasture and enclosure of common lands; the conflicting interests of the artisan and trading classes; the organisation of municipalities, and in particular Newcastle and Bristol; manorial tenures and the position of villeins. All of these matters are further illustrated in a full Introduction, which also deals with the development of (1) the constitution, and (2) the process of the Court of Star Chamber.

Vol. XXVI., for 1911. YEAR BOOKS SERIES. Vol. VI. YEAR BOOKS of 4 EDWARD II. (A.D. 1310-11). Edited, from sundry MSS., by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. IV. of this series, and contains the reports for Michaelmas, Hilary, and Easter terms of 4 Edward II.

Two new and valuable manuscripts have come to light since the publication of Vol. IV. of this series, and have been used in editing this volume. The Introduction contains a dissertation on the origin of the Year Books; a brief history of the manuscripts and detailed particulars of a portion of their contents which are intended to enable the reader to see how they are related to one another. It also contains the hitherto unnoticed letters patent by which James I. appointed official law reporters and the entries on the Issue Rolls of the payments made to them.

Vol. XXVII., for 1912. YEAR BOOKS SERIES. Vol. VII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. II. Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law, the late F. W. MAITLAND, and the late L. W. VERNON HARCOURT. With facsimile of a specimen of MS. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXIV., comprising the civil pleas arranged in alphabetical order from Account to Mesne. The Introduction discusses many of these cases. It also treats of a remarkable procedure by Bills in Eyre, not hitherto observed, adapted to the prompt disposal of the suits of poor persons; makes a further contribution to the vexed question of the authorship of the Year Books, criticising Mr. Pike's theory; and concludes with a reprint, translation, and criticism of a 13th-century treatise on Mediaeval French orthography found in Lincoln's Inn Library. A frontispiece reproduces in collotype a facsimile of a portion of one MS. of this Year Book, containing a specially obscure passage, by way of illustration of the materials used.

Vol. XXVIII., for 1913. SELECT CHARTERS OF TRADING COMPANIES. Edited, from the Patent Rolls in the Public Record Office, by CECIL T. CARR, of the Inner Temple and Western Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains forty-one grants to companies, ranging in date from 1530 to 1707. They include incorporations of merchants trading abroad, of companies for plantation, mining, fishing, insurance, and water supply, and for the manufacture of starch, soap, salt, saltpetre, paper, linen, tapestry, and silk. The Introduction treats of the career of these companies, and incidentally of other historically interesting companies formed during this period, and discusses the general development of trading companies, as joint-stock undertakings, from the gilds and merchant venturers of earlier times.

Vol. XXIX., for 1913. YEAR BOOKS SERIES. Vol. VIII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-14), Vol. III. Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXVII., comprising the remainder of the civil pleas in alphabetical order, and a collection of notes dealing with miscellaneous matters. The Introduction discusses many of the reported cases, and gives some account of the mediaeval procedure under writs of *quo warranto*. It also treats of the long-forgotten assize of Fresh Force, of the salaries of the Justices and the fees of their Clerks, and of several minor matters of legal, historical, philological and social interest.

Vol. XXX., for 1914. SELECT BILLS IN EYRE, A.D. 1292-1333. Edited, from the Records in the Public Record Office, by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains 157 bills presented in the Eyres of Lincolnshire (14 Edward I.), Shropshire (20 Edward I.), Staffordshire (21 Edward I.), and Derbyshire (4 Edward III.), and also 18 other bills of similar form presented to two Special Commissions sitting respectively in the Channel Islands in 2 Edward II. to deal with various complaints of oppression and other wrongs made by the Islanders to the King, and in Berwick-upon-Tweed in 7 Edward III. to determine the right to lands which had been seized by Robert Bruce and granted by him to his supporters, and of which the King of England had taken possession after the battle of Halidon Hill. The endorsements on the bills and the existing subsidiary documents connected with them, as well as the relevant records in the Eyre and other rolls, are also given in full. These bills contain many interesting details of provincial life and manners in the thirteenth and fourteenth centuries. From one of them we learn that a branch of the Chancery, whence writs were obtainable, was temporarily established in a county wherein an Eyre was sitting or was about to sit. Another one seems to reveal the existence of an organised law school in London, with the power of calling to the bar, of a much earlier date than any of which we have previously had knowledge. The Introduction deals with the presentation, language, and contents of the bills, and with the meaning of the endorsements, some of which present points of much difficulty, and discusses the authority and jurisdiction of the Eyre and the various legal, historical, social, philological and critical questions which arise out of a consideration of the bills contained in the volume.

Vol. XXXI., for 1915. YEAR BOOKS SERIES. Vol. XI. YEAR BOOKS of 5 EDWARD II. (A.D. 1311-1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Hilary and Easter terms of 5 Edward II. The Introduction discusses some of the more important points raised in the course of the arguments. Of these the most important, as well as the most interesting, is the effect of the Statute *de donis*. This statute, according to Bereford, C.J., restrained alienation until the third in descent from the original feoffee had acquired seisin—that is to say, up to the fourth degree; while it was argued by some of the Serjeants that the original feoffee alone was restrained. It does not appear to have been even suggested that the statute was in permanent restraint of alienation, as has now for some centuries been generally held and taught. The Introduction discusses also the variances between the Roll of the Court and the reports, and even amongst the reports themselves, as to the terms in which individual cases were heard; as well as some other matters, including various legal, historical, and philological questions arising out of the reports.

Vol. XXXII., for 1915. PUBLIC WORKS IN MEDIAEVAL LAW. Vol. I. Edited, from the Records in the Public Record Office, by C. T. FLOWER, of the Public Record Office and the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume consists of cases taken from Ancient Indictments and the Coram Rege Rolls, relating to the maintenance of roads, bridges, sewers, and other public local works during the reigns of Edward III. and Richard II. The cases contain much matter of a legal and local interest, and are arranged under their counties, which are in alphabetical order. This volume concludes with those for Lincolnshire, and the cases for remaining counties are provided in Volume XL.

Vol. XXXIII., for 1916. YEAR BOOKS SERIES. Vol. XII. YEAR BOOKS OF 5 EDWARD II. (A.D. 1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Easter and Trinity terms of 5 Edward II. The Introduction deals at some length with the preservation of the Plea Rolls, and explains the system under which the records were available for the use of the courts and litigants. The 'Rex' Rolls also are described and discussed, and an attempt is made to discover their purpose. Other subjects specially treated of are Case Law in the time of Edward II. and the pleas of general and special bastardy. There are also notes and comments on the more interesting of the reports and on some pertinent historical and philological matters.

Vol. XXXIV., for 1917. YEAR BOOKS SERIES. Vol. XIII. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., of Exeter College, Oxon., Dr. Jur. Lwów, Lecturer in Political Science in the University of California. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases in the Michaelmas term of Edward II. The Introduction deals exhaustively with the relations between the different manuscripts of the reports, and discusses several of the reported cases.

Vol. XXXV., for 1919. SELECT CASES BEFORE THE KING'S COUNCIL. Edited, from the Records in the Public Record Office, by the late I. S. LEADAM and Professor J. F. BALDWIN. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard before the King and Council between 1243 and 1482. Hitherto there has not been published any comprehensive collection of cases before this tribunal, which was the ancestor of the Court of Star Chamber. Professor Baldwin in the Introduction deals with the power of the Council as a Court, its relation to other Courts of Law, its jurisdiction and procedure, and discusses the more important cases and their subsequent history and effect. This volume was kindly printed in America by the Harvard University Press, owing to the Great War. The title page as originally printed describes it as Vol. XXXVI., for 1918. As it was not practicable to send the volume to England in 1918, it was not issued until 1919, when its volume numeration was altered to Vol. XXXV., as Vol. XXXVI. had in the meantime been issued. Some copies were issued unaltered as to number of volume on the title page and on the back of the volume.

Vol. XXXVI., for 1918. YEAR BOOKS SERIES. Vol. XV. YEAR BOOKS OF 6 AND 7 EDWARD II. (A.D. 1313). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard in the Hilary term of 6 Edward II. and in Michaelmas term of the following regnal year. The Introduction investigates the origin and history of appearance by attorney and incidentally discusses appearance by bailiff and by essoin; traces the gradual extension of the provisions of the Statute of Gloucester to warrant writs other than those named in it; calls attention to and explains some apparent infractions of the provisions of the Great Charter that Common Pleas shall not follow the King's Court,

but shall be held in some certain place; discusses some phrases and words of doubtful meaning found in the text; and concludes with notes on the more interesting reports included in the volume.

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- Vol. XXXVII., for 1920. YEAR BOOKS SERIES. Vol. XVIII. YEAR BOOKS OF 8 EDWARD II. (A.D. 1314). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the reports of the Michaelmas Term of the eighth year. The Introduction deals at some length with the practical side of Jury service *temp.* Edward II., and makes an attempt to show what is entailed upon those who had to serve. It contains some comment on an interesting and hitherto unknown speech of Scrope, C.J., touching the enormous fine inflicted on Hengham, C.J., by Edward I.; and includes notes in elucidation of the more important and difficult cases reported in the volume.

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- Vol. XXXVIII., for 1921. YEAR BOOKS SERIES. Vol. XIV. Part I. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., Dr. Jur., Lecturer of the University of Lwów. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the remainder of the cases of Michaelmas Term, 6 Edward II., which could not be included in YEAR BOOKS SERIES, Vol. XIII. The Introduction treats of the relations between Reporters and Clerks in the Courts of Edward II., and includes notes in elucidation of the cases reported.

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- Vol. XXXIX., for 1922. YEAR BOOKS SERIES. Vol. XVI. YEAR BOOKS OF 7 EDWARD II. (A.D. 1313-1314). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume includes cases heard in all the terms of the seventh year. The Introduction discusses the work and duties of a mediaeval Sheriff, speaks briefly of the mediaeval Law of Surnames, and includes comments on the more interesting and important cases reported in the volume.

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- Vol. XL., for 1923. PUBLIC WORKS IN MEDIAEVAL LAW. Vol. II. Edited, from the Records in the Public Record Office, by C. T. FLOWER, F.S.A., of the Public Record Office and the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume and Vol. XXXII. for 1915 consist of cases taken from Ancient Indictments and the Coram Rege Rolls, relating to the maintenance of roads, bridges, sewers, and other public works during the reigns of Edward III. and Richard II. The cases contain much matter of a legal and local interest. They are arranged under counties in alphabetical order. This volume begins with cases for London and Middlesex. An attempt is made in the Introduction to bring together under their appropriate headings the points of importance in both volumes.

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- Vol. XLI., for 1924. YEAR BOOKS SERIES. Vol. XVII. YEAR BOOKS OF 8 EDWARD II. (A.D. 1314-1315). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume includes cases heard in the Hilary, Easter, and Trinity terms of the eighth year. The Introduction discusses the King's

position as a litigant in his own Courts, with especial reference to the status and authority of his representatives in the conduct of cases to which he was a party ; gives some account of the ' sealing ' of Statutes and the distribution of certified copies of them to the Justices and Sheriffs ; and concludes with comments on the more interesting and important cases reported in the volume and on some matters arising thereout.

Vol. XLII., for 1925. YEAR BOOKS SERIES. Vol. IX. YEAR BOOKS OF 4 EDWARD II. (A.D. 1311). Edited, from sundry MSS., by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains all the reports of Trinity term 4 Edw. II., together with a few undated reports of earlier terms. The Introduction is chiefly concerned with the relation of the MSS. to one another in the fourth year of this reign, and contains notes on some of the reported cases.

Vol. XLIII., for 1926. YEAR BOOKS SERIES. Vol. XIV. Part II. YEAR BOOKS OF 6 EDWARD II. (A.D. 1313). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the reports of the Hilary and Easter terms of the sixth year, and is a continuation of Vol. XIV. Part I. The Introduction discusses the respective functions of the Serjeants and the Attorneys ; the incompleteness of many of the records in the Plea Rolls ; attornment and homage and the representation of the King in Court ; and concludes with notes in elucidation of some of the more important and difficult cases reported in the volume and some comments on subjects suggested by them.

Vol. XLIV., for 1927. LIBER PAUPERUM OF VACARIUS. Edited by F. DE ZULUETA, D.C.L., of Lincoln's Inn, Barrister-at-Law, Regius Professor of Civil Law in the University of Oxford, etc. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains a systematic register of the selection of extracts from the *Corpus Juris Civilis*, which formed the text of the work written in the middle of the twelfth century by Vacarius, the first expositor of the Civil Law in England. To the text are appended a large number of glosses, derived from various MSS., most of which are here utilised for the first time. The Introduction gives accounts of Vacarius' life and of the MS., and endeavours to distinguish the Vacarian from the later glosses, and to determine Vacarius' place in the history of mediaeval jurisprudence.

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R U L E S

1. The Society shall be called the Selden Society.

2. The object of the Society shall be to encourage the study and advance the knowledge of the history of English Law, especially by the publication of original documents and the reprinting or editing of works of sufficient rarity or importance.

3. Membership of the Society shall be constituted by payment of the annual subscription, or, in the case of life members, of the composition. Form of application is given at the foot of page 227.

4. The annual subscription shall be £2. 2s., payable in advance on or before the 1st of January in every year. A composition of £42 shall constitute life membership from the date of the composition, and, in the case of Libraries, Societies, and corporate bodies, membership for 30 years.

5. The management of the affairs and funds of the Society shall be vested in a President, two Vice-Presidents, and a Council consisting of fifteen members, in addition to the *ex-officio* members and members nominated by the Council. The President, the two Vice-Presidents, the Literary Director or Directors, the Secretary, and the Treasurer shall be *ex-officio* members. Three shall form a quorum.

6. The President, Vice-Presidents, and Members of the Council shall be elected for three years. At every Annual General Meeting such one of the President and Vice-Presidents as has, and such five members of the Council as have, served longest without re-election, shall retire.

7. The five vacancies in the Council shall be filled up at the Annual General Meeting in the following manner: (a) Any two Members of the Society may nominate for election any other member by a writing signed by them and the nominated member, and sent to the Secretary on or before the 14th of February. (b) Not less than fourteen days before the Annual General Meeting the Council shall nominate for election five members of the Society. (c) No person shall be eligible for election on the Council unless nominated under this Rule. (d) Any candidate may withdraw. (e) The names of the persons nominated shall be printed in the notice convening the Annual General Meeting. (f) If the persons nominated, and whose nomination shall not have been withdrawn, are not more than five, they shall at the Annual General Meeting be declared to have been elected. (g) If the persons nominated, and whose nomination shall not have been withdrawn, shall be more than five, an election shall take place by ballot as follows: every member of the Society present at the Meeting shall be entitled to vote by writing the names of not more than five of the candidates on a piece of paper and delivering it to the Secretary or his Deputy, at such meeting, and the five candidates who shall have a majority of votes shall be declared elected. In case of equality the Chairman of the Meeting shall have a second or casting vote. The vacancy in the office of President or Vice-President shall be filled in the same manner (*mutatis mutandis*).

8. The Council may fill casual vacancies in the Council or in the offices of President and Vice-President. Persons so appointed shall hold office so long as those in whose place they shall be appointed would have held office. The Council may nominate to serve for three years on the Council the President or Vice-President on his retirement from office, a representative from each of the Inns of Court and the Law Society, and five persons not domiciled in the United Kingdom. The Council shall also have power to appoint Honorary Members of the Society.

9. The Council shall meet at least twice a year, and not less than seven days' notice of any meeting shall be sent by post to every member of the Council.

10. The Council may appoint a Literary Director or Directors, a Secretary, a Treasurer, and such other officers as they shall from time to time think fit, to hold office during the pleasure of the Council; and may from time to time prescribe their respective duties; and may make any arrangements for the remuneration of any officer which they may from time to time think reasonable.

11. It shall be the duty of the Literary Director or Directors (but always subject to the control of the Council) to supervise the editing of the publications of the Society, to suggest suitable editors, and generally to advise the Council with respect to carrying the objects of the Society into effect.

12. Each member shall be entitled to one copy of every work published by the Society as for any year of his membership. No person other than an Honorary Member shall receive any such work until his subscription for the year as for which the same shall be published shall have been paid. Provided that any member may be supplied with any publications on such terms as the Council may from time to time determine.

13. The funds of the Society, including the vouchers or securities for any investments, shall be kept at a Bank, to be selected by the Council, in the name of the Society. Such funds or investments shall only be dealt with by a cheque or other authority signed by the Treasurer, and countersigned by one of the Vice-Presidents or such other person as the Council may from time to time appoint.

14. The accounts of the receipts and expenditure of the Society up to the 31st of December in each year shall be audited once a year by two Auditors, to be appointed by the Society, and the report of the Auditors, with an abstract of the accounts, shall be circulated together with the notice convening the Annual Meeting.

15. An Annual General Meeting of the Society shall be held in March 1896, and thereafter in the month of March in each year. The Council may upon their own resolution, and shall on the request in writing of not less than ten members, call a Special General Meeting. Seven days' notice at least, specifying the object of the meeting and the time and place at which it is to be held, shall be posted to every member resident in the United

Kingdom at his last known address. No member shall vote at any General Meeting whose subscription is in arrear.

16. The Secretary shall keep a Minute Book wherein shall be entered a record of the transactions, as well at Meetings of the Council as at General Meetings of the Society.

17. These rules may upon proper notice be repealed, added to, or modified from time to time at any meeting of the Society. But such repeal, addition, or modification, if not unanimously agreed to, shall require the vote of not less than two-thirds of the members present and voting at such meeting.

FORM OF APPLICATION FOR MEMBERSHIP.

To the Secretary of the Selden Society.

I desire to become a member of the Society, and herewith send my cheque for Two Guineas, the annual subscription [*or* £42 the life contribution] dating from the commencement of the present year. [I also desire to subscribe for the past publications (vols.), and I add £ to my cheque.]

Name.....

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Date.....

[NOTE.—Cheques, crossed “COURTTS & Co., a/c of the Selden Society,” should be made payable to the Hon. Treasurer. Forms of bankers’ orders for payment of subscriptions direct to the Society’s banking account can be obtained from the Secretary or Hon. Treasurer.] In America the subscription is \$10.

Persons becoming Members may subscribe for any of the preceding years of the Society’s existence, and in that case will be entitled to a copy of the publications issued for each year for which they may subscribe.

They may also obtain a complete set of the past publications at reduced price.

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Subscriptions should be paid to the Honorary Treasurer, Mr. J. E. W. RIDER, 8 New Square, Lincoln’s Inn, London, W.C. 2, or, in the United States of America, to the Local Honorary Secretary and Treasurer, Mr. RICHARD W. HALE, 60 State Street, Boston, Massachusetts.

